

SCOTTSDALE AIRPORT ADVISORY COMMISSION MEETING NOTICE AND AGENDA



Wednesday, August 8, 2012
6:00 p.m.
Scottsdale Airport Terminal Lobby
15000 N. Airport Drive, Scottsdale, AZ



AIRPORT ADVISORY COMMISSION

Michael Goode, Chair
William Bergdoll, Vice Chair
Ken Casey
William Schuckert

Gunnar Buzzard
Bob Hobbi
Steve Ziomek

Call to Order

Roll Call

Pledge of Allegiance

Aviation Director's Report


The public body may not propose, discuss, deliberate or take legal action on any matter in the summary unless the specific matter is properly noticed for legal action.

Approval of Minutes

REGULAR MEETING
[June 13, 2012](#)

Public Comment

Citizens may address the members of the Airport Advisory Commission during Public Comment. This "Public Comment" time is reserved for citizen comments regarding non-agendized items. However, Arizona State law prohibits the Airport Advisory Commission from discussing or taking action on an item that is not on the prepared agenda.

 Persons with a disability may request a reasonable accommodation by contacting Theresa Smith at Airport Administration (480-312-2321). Requests should be made 24 hours in advance or as early as possible to allow time to arrange accommodation. For TTY Users, the Arizona Relay Service (1-800-367-8939) may contact the Aviation Department (480-312-2321).

REGULAR AGENDA

ITEMS 1-9

How the Regular Agenda Works: The Commission takes a separate action on each item on the Regular Agenda. If you wish to address the Commission regarding any or all of the items on the Regular Agenda, please complete a Comment Card for each topic you wish to address and submit it to Aviation Staff. Speakers will be given three minutes to speak per item. Additional time may be granted to speakers representing two or more persons. Cards for designated speakers and the persons they represent must be submitted together. **Comment cards must be submitted before public testimony has begun on any Regular Agenda or Public Hearing item.**

1. Discussion and Possible Action to Adopt Resolution 9138 Authorizing Contract 12PB035 in the amount of \$353,141.00 to Blucor Contracting, Inc. for the construction of runway safety area enhancements at Scottsdale Airport
Staff contact: Chris Read, Airport Operations Manager, 312-2674, cread@scottsdaleaz.gov
2. Discussion and Possible Action to Adopt Resolution 9139 authorizing approval of engineering services contract No. 2012-131-COS with Stantec Consulting, Inc.
Staff contact: Chris Read, Airport Operations Manager, 312-2674, cread@scottsdaleaz.gov
3. Discussion and Possible Action to Adopt Resolution 9140 authorizing approval of planning services contract No. 2012-132-COS with Coffman Associates, Inc.
Staff contact: Sarah Ferrara, Aviation Planning & Outreach Coordinator, 312-8482, sferrara@scottsdaleaz.gov
4. Discussion and Input Regarding Monthly Operations Reports for June and July 2012
Staff contact: Chris Read, Airport Operations Manager, 312-2674, cread@scottsdaleaz.gov
5. Discussion and Input Regarding Quarterly Noise Complaint Summary Report
Staff contact: Sarah Ferrara, Aviation Planning & Outreach Coordinator, 312-8482, sferrara@scottsdaleaz.gov
6. Discussion and Input Regarding Monthly Financial Reports for May and June 2012
Staff contact: Shannon Johnson, Management Analyst, 312-8475, shjohnson@scottsdaleaz.gov
7. Discussion and Input Regarding Marketing, Community and Pilot Outreach Programs
Staff contact: Sarah Ferrara, Aviation Planning & Outreach Coordinator, 312-8482, sferrara@scottsdaleaz.gov
8. Discussion and Input Regarding Status of Aviation Items to City Council
Staff contact: Gary P. Mascaro, Aviation Director, 312-7735, gmascaro@scottsdaleaz.gov
9. Discussion and Possible Action to Modify the Airport Advisory Commission Meeting Schedule and Commission Item Calendar
Staff contact: Gary P. Mascaro, Aviation Director, 312-7735, gmascaro@scottsdaleaz.gov

Future Agenda Items

Discussion and possible action regarding Commissioner requested future agenda items

Adjournment



APPROVAL OF MINUTES

Meeting Date: 08/08/12

Staff Contact: Gary P. Mascaro,
Aviation Director

Phone: (480) 312-7735

ACTION

Approval of Minutes – Regular Meeting
[June 13, 2012](#)

Attachment(s): 1. Draft minutes of the June 13, 2012 Regular Meeting

Action taken:



DRAFT

**SCOTTSDALE AIRPORT ADVISORY COMMISSION
PUBLIC MEETING**

**Scottsdale Airport Terminal Lobby
15000 N. Airport Drive, Scottsdale, AZ**

June 13, 2012

MINUTES

PRESENT: Michael Goode, Chairman
William Bergdoll, Vice Chairman
Gunnar Buzzard
Ken Casey
William Schuckert
Steve Ziomek

ABSENT: Bob Hobbi

STAFF: Sarah Ferrara, Planning and Outreach Coordinator
Shannon Johnson, Management Analyst
Gary P. Mascaro, Aviation Director
Kate O'Malley, Planning & Outreach Coordinator
Chris Read, Airport Operations Manager

OTHERS: John Washington

CALL TO ORDER

Chairman Goode called the meeting to order at 6:02 p.m.

ROLL CALL

A formal roll call confirmed the presence of Commissioners as noted above.

PLEDGE OF ALLEGIANCE

Chairman Goode led the meeting in the pledge of allegiance.

AVIATION DIRECTOR'S REPORT

Because Aviation Director Mr. Gary Mascaro was attending the meeting of the Planning Commission, the report was given by Mr. Chris Read, Airport Operations Manager. He announced that tonight was the last meeting of Ms. Kate O'Malley. The new Planning and Outreach Coordinator is Ms. Sarah Ferrara. Ms. Ferrara introduced herself, mentioning her 16 years with Public Information for the City.

Chairman Goode thanked Ms. O'Malley for her work for the Airport.

APPROVAL OF MINUTES

1. Approval of Minutes

Regular Meeting: May 9, 2012

Commissioner Buzzard made a motion to approve the minutes of the May 9, 2012 regular meeting. Vice Chairman Bergdoll seconded the motion, which carried by a vote of six (6) to zero (0). Commissioner Hobbi was absent.

PUBLIC COMMENT

Mr. John Washington said he had emailed a clipping of an article by Mr. Rick Kidder of the Scottsdale Chamber of Commerce about the future of the Airpark. He pointed out that the only reference to the Airport in Mr. Kidder's vision was geographic. Mr. Washington said while this may have been unintentional, it speaks volumes about the community's general lack of understanding about the role and importance of the Airport in Scottsdale's economy.

Mr. Washington added that today he addressed the Planning Commission about the persisting notion that the Airport Advisory Commission is trying to steal authority from the Planning Commission. He reminded the Planning Commission that the role of the Airport Advisory Commission is to protect the Airport on behalf of the citizens of Scottsdale. He admires the Commission's diplomatic efforts to foster that understanding.

REGULAR AGENDA ITEMS 1 - 9

1. Annual update from the Scottsdale Area Chamber of Commerce

Chairman Goode noted that this was tabled until the August meeting.

2. Discussion and Possible Action to Recommend Adoption of Ordinance No. 4024 amending Chapter 5, Aviation, of the Scottsdale Revised Code, to add a new Section regarding Airport Vicinity Development Regulations

Chairman Goode noted that the Commission would discuss this item at the end of the meeting.

3. Discussion and Input regarding the Airport Emergency Drill

Mr. Read reported on the major emergency exercise conducted on April 28.

Saying he had observed the exercise from the Air Commerce Center and attended the press conference, Commissioner Casey said staff had done a great job. His one observation, not directly within the Airport's purview, was the rubbernecking drivers watching the plane burn. This is a safety concern and he was surprised that the police had not closed the road off promptly. The exercise went very well and his company had learned a lot.

Vice Chairman Bergdoll asked whether everyone knew exactly when the drill was scheduled. Mr. Read replied that the runway closure was announced to everyone in advance. His staff did not know exactly what would happen. The Fire Department was given limited details.

In response to a question by Chairman Goode, Mr. Read said the Scottsdale Airport emergency plan is based on an FAA advisory circular and modeled on the plan for Phoenix Mesa Gateway Airport. Chairman Goode asked him where the Airport's authority stops. Mr. Read said the crash in December was actually in Phoenix. Both cities responded in full force, but the Phoenix Fire Department took charge. He confirmed that the Airport emergency plan applies to events on the Airport property. In December they closed the Airport in order to preserve the runway for examination if necessary.

Chairman Goode inquired about plans going forward. Mr. Read said this is the first time in his 15 years at the Airport that such an exercise has been conducted. They are planning to repeat this exercise every three to five years, budget permitting. This is not an FAA requirement for a general aviation airport. Commercial aviation airports are required to conduct such an exercise every three years.

Commissioner Buzzard requested a summary of issues that were found to need further investigation. Mr. Read said it was basically administrative matters. There was nothing regarding their standard operating procedures that warranted any changes. He undertook to check with Director Mascaro to see if this information can be made public.

4. Discussion and Input Regarding Airport and Airpark Aeronautical Business Permit Additions, Cancellations or Revocations

Management Analyst Ms. Shannon Johnson announced one revocation at the Airport for GlobalJet. PDR Services was added for specialized aircraft repair services.

In the Airpark, CSA-16-ICP received a permit for hangar/shade leasing.

In response to a query from Commissioner Casey, Ms. Johnson said the GlobalJet permit was revoked due to lack of insurance.

5. Discussion and Input Regarding Monthly Operations reports for May 2012

Mr. Read reviewed the monthly operations reports for May 2012.

Chairman Goode inquired about the PPR they had picked up.

Commissioner Casey asked how staff determine that PPRs are up. Mr. Read said it is required and the FBOs help track it.

Chairman Goode noted the arrival of Aviation Director Mascaro.

6. Discussion and Input Regarding Monthly Financial Reports for April 2012

Management Analyst Ms. Shannon Johnson discussed the report and pointed out highlights.

7. Discussion and Input Regarding Marketing, Community and Pilot Outreach Programs

Ms. O'Malley stated that planning is still under way for the NBAA show. Staff hope to obtain sponsorships and partnerships from tenants and other local businesses.

Delegates from the Addison, Texas airport took a tour of the Airport.

The Airport's 70th birthday will take place on Friday, June 22. Zulu Caffé is hosting the party in the terminal.

Zulu Caffé also offered to take on the Air Fare, which had been cancelled. The dates are November 3 and 4. They propose a kids zone, retail and food vendors, static aircraft displays, public safety demonstrations, and live entertainment. She summarized that it will be fairly similar to last year, although a little smaller. Companies interested in participating should contact the restaurant.

Chairman Goode said the T-34 Mentor Group could potentially bring many aircraft to the show and requested that Zulu Caffé contact him.

Ms. O'Malley reported that in May five projects within the Airport influence area were submitted to the Planning Department. None of them negatively impact the Airport.

A briefing was conducted for 20 pilots in conjunction with tower staff.

In May two voluntary curfew letters were sent out to operators.

Ms. O'Malley thanked the Commission for their support, saying that she has really enjoyed her time at the Airport.

Commissioner Buzzard said the Commission appreciates everything she has done for marketing, promotion, and community outreach for the Airport.

8. Discussion and Input Regarding Status of Aviation Items to City Council

Mr. Mascaro said he would give more details during the discussion of agenda item 2, regarding ordinance 4024. There were no other changes to report.

9. Discussion and Possible Action to Modify the Airport Advisory Commission Meeting Schedule and Commission Item Calendar

Chairman Goode reminded everyone that they agreed to cancel the July meeting. The next meeting is scheduled for August 8. Mr. Mascaro said there are three agenda items at this point for that meeting. Commissioners agreed to hold the August meeting as scheduled.

2. Discussion and Possible Action to Recommend Adoption of Ordinance No. 4024 amending Chapter 5, Aviation, of the Scottsdale Revised Code, to add a new Section regarding Airport Vicinity Development Regulations

Mr. Mascaro said this proposed new section will codify their existing processes, clarify language and align Chapter 5 with the practices of the Planning Department. This will also follow up on the implementation of Land Use Measure No. 4 of the Part 150 study. When the Part 150 study was adopted in 2005 it stated that the City should adopt ordinance related requirements for the development review guidelines. Currently, these guidelines are not codified or required.

Mr. Mascaro reported that he attended the Planning Commission study session at the recommendation of the Director of the Planning Department. This provided an opportunity for open dialog before the public meeting began. The Planning Commissioners agreed there was no need for such a dialog. They would share their comments in the public forum. At the public meeting Mr. Mascaro provided the PowerPoint presentation he just went through, with a short explanation of the roles and authorities of the Airport Advisory Commission.

Prior to today's Planning Commission meeting, he had met with all but two of the Planning Commissioners. Because they had many questions about the roles and responsibilities of the Airport Advisory Commission and about the language of the document, one of the Planning Commissioners requested a continuance to their August meeting, opining that the document needs a lot of work and should be vetted by the Planning Commission. Mr. Curtis, the Planning Director, requested that the Planning Commission make its recommendation to City Council for July 2. However the Commissioners decided by a vote of six to one to continue the discussion to August.

Mr. Mascaro told the Commission that Mr. Washington had addressed the Planning Commission. Mr. Gulino also addressed the meeting describing some of his concerns.

Mr. Mascaro said he will need to speak with the City Attorney's Office to see how the decision at the Planning Commission meeting will impact taking this matter to City Council. He believes that the Airport Advisory Commission can take an action tonight and that the document is very sound.

Commissioner Buzzard asked him how much of the discussion was on land use elements. Mr. Mascaro estimated that 50 percent of the discussion was about the language. The Planning Commission also discussed their perception that the Aviation Director and/or potentially the Airport Advisory Commission would be able to make land use determinations. He, Mr. Curtis, and staff from the City Attorney's Office tried to clarify that, this is not the case, nor is there any additional authority provided.

Commissioner Buzzard said it is very important to note that the Airport Advisory Commission does not make land use determinations; neither does the Planning Commission. Their role is to make recommendations to City Council. The Airport Advisory Commission is not the deciding body. Their recommendations should be based upon the guidelines, policies, and procedures with sound, logical, thoughtful judgment and reasoning.

Commissioner Schuckert asked about Section 558(c). Mr. Read explained that the FAA uses 20,000 feet in FAA Part 77 to keep incompatible uses out of the area around an airport.

Chairman Goode said his understanding of the joint session with the Planning Commission was that they wanted the Airport Advisory Commission to defer to them so that there would be one voice going forward. During the joint session it was apparent to him that the majority of the Planning Commissioners were totally unaware of Airport operations, noise sensitive areas, and noise complaints. Citing the kinds of comments the public made when the weight restrictions were raised, he said this makes it all the more important that aviation have a say in what goes on in terms of planning and zoning. He believes each commission can present its recommendation to City Council, who will then make a decision.

Commissioner Buzzard said it is important that this be codified. He asked Mr. Mascaro how this process has been handled in the past. Mr. Mascaro said this was technically an administrative process created by Airport staff based on the results of the Part 150 study in 1997. The guidelines have been added to development proposals as stipulations. However, some developers have chosen not to implement disclosure notices or aviation easements. This is an attempt to create a codified process to solidify that the development proposals must follow through as Code requirements.

Commissioner Buzzard made a motion to adopt Ordinance No. 4024. Vice Chairman Bergdoll seconded the motion, which carried by a vote of six (6) to zero (0). Commissioner Hobbi was absent.

FUTURE AGENDA ITEMS

None noted.

ADJOURNMENT

With no further business to discuss, being duly moved and seconded, the meeting adjourned at 7:02 p.m.

Respectfully submitted,

A/V Tronics, Inc. DBA AVTranz



COMMISSION ACTION REPORT

Discussion and Possible Action to Adopt Resolution 9138 Authorizing Contract 12PB035 in the amount of \$353,141.00 to Blucor Contracting, Inc. for the construction of runway safety area enhancements at Scottsdale Airport

Agenda Item No.: 1

Meeting Date: 08/08/12

Staff Contact: Chris Read,
Airport Operations Manager

Phone: (480) 312-2674

ACTION

Airport Advisory Commission considers recommending that the City Council ADOPT Resolution 9138, Authorizing Construction Bid Award No. 12PB035 (Runway 03 Safety Area Improvements) to Blucor Contracting, Inc., the lowest responsive bidder, at their lump sum bid of \$353,141.00

PURPOSE

This project involves making drainage and grading improvements to the retention basin area which is located adjacent to the approach end of Runway 03. More specifically, three drainage structures will be relocated further away from the runway end and some of the steep slopes in the safety area will be regraded to a lesser grade.

KEY CONSIDERATIONS

- The project will be funded with 90% State grant funds and 10% Aviation Enterprise Funds.
- If the contract is awarded as scheduled, the work associated with this project will begin in September 2012.
- The project will take approximately forty-five (45) days to complete.
- 12 overnight runway closures will be needed to accomplish the work that will take place within 500 feet of the runway end.
- The Aviation Department worked with the City's Purchasing Department to ensure that the project was bid in accordance with Federal, State and local procurement regulations/codes.

Attachment(s): 1. Resolution 9138

Action taken:

RESOLUTION NO. 9138

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE AWARD OF CONSTRUCTION BID NO. 12PB035 WITH BLUCOR CONTRACTING, INC., FOR THE CONSTRUCTION OF THE RUNWAY 03 SAFETY AREA IMPROVEMENT PROJECT AND INCREASE BUDGET SPENDING AUTHORITY IN AVIATION CAPITAL IMPROVEMENT PROJECT CENTER #A0705.

The City of Scottsdale desires to construct runway safety area improvements at the Scottsdale Airport; and

Blucor Contracting, Inc. has offered to provide to the City the requisite construction services necessary to construct runway 03 safety area improvements.

BE IT RESOLVED by the Council of the City of Scottsdale as follows:

Section 1. The Mayor of the City of Scottsdale is authorized and directed to execute construction Bid Award No. 12PB035, in the amount of \$353,141.00 between the City and Blucor Contracting, Inc. for the construction of runway 03 safety area improvements at Scottsdale Airport.

Section 2. Authorization is given to increase the budget and spending authority in Aviation Capital Improvement Project Center #A0705 to \$470,000.

PASSED AND ADOPTED by the Council of the City of Scottsdale this 27th day of August, 2012.

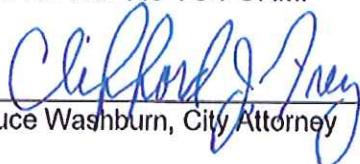
ATTEST:

CITY OF SCOTTSDALE,
an Arizona municipal corporation

By: _____
Carolyn Jagger, City Clerk

By: _____
W. J. "Jim" Lane, Mayor

APPROVED AS TO FORM:



Bruce Washburn, City Attorney

By: Clifford J. Frey
Senior Assistant City Attorney



COMMISSION ACTION REPORT

Discussion and Possible Action to Adopt Resolution 9139 authorizing approval of engineering services contact No. 2012-131-COS with Stantec Consulting, Inc

Agenda Item No.: 2

Meeting Date: 08/08/12

Staff Contact: Chris Read,
Airport Operations Manager

Phone: (480) 312-2674

ACTION

Airport Advisory Commission considers recommending that the City Council Adopt Resolution 9139 authorizing approval of engineering services contract No. 2012-131-COS with Stantec Consulting Services, Inc.

PURPOSE

This contract will provide for professional airport engineering services for a full range of aviation needs at Scottsdale Airport including, but not limited to; engineering, architectural, conceptual layouts, facility design, and construction administration.

KEY CONSIDERATIONS

- The Aviation and Purchasing Departments were responsible for the preparation of the Request for Qualifications (RFQ) and the solicitation of qualified airport engineering firms from across the country.
- Notification of the solicitation was posted on airport organization websites; one (1) regional website and one (1) state website. The RFQ was also posted on the City's website.
- Three (3) firms submitted statements of qualification (SOQ).
- The RFQ Selection Committee included 4 (four) members. 2 (two) members were from the City's Aviation Department, 1 (one) member was from the City's Capital Project Management staff, and the final member was a project manager from Mesa Falcon Field Airport.
- The Selection Committee selected Stantec Consulting Services, Inc. as the most qualified firm using a points based system.

Attachment(s): 1. Resolution 9139
2. Contract No. 2012-131-COS

Action taken:

RESOLUTION NO. 9139

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE,
MARICOPA COUNTY, ARIZONA, AUTHORIZING CONTRACT NO.
2012-131-COS, WITH STANTEC CONSULTING SERVICES, INC. FOR
AIRPORT ENGINEERING SERVICES.

The City of Scottsdale requires the services of a qualified engineering firm to conduct all of its critical airport development projects; and

After a competitive bid process, Stantec Consulting Services, Inc. was selected as the most qualified firm to provide the necessary services.

BE IT RESOLVED by the Council of the City of Scottsdale as follows:

Section 1. The Mayor of the City of Scottsdale is authorized and directed to execute Contract No. 2012-131-COS, with Stantec Consulting Services, Inc. for professional airport engineering services.

PASSED AND ADOPTED by the Council of the City of Scottsdale this 27th day of August, 2012.

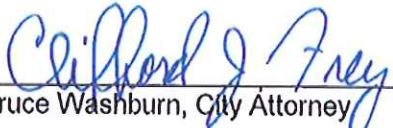
ATTEST:

CITY OF SCOTTSDALE,
an Arizona municipal corporation

By: _____
Carolyn Jagger, City Clerk

By: _____
W. J. "Jim" Lane, Mayor

APPROVED AS TO FORM:


Bruce Washburn, City Attorney

By: Clifford J. Frey
Senior Assistant City Attorney



CITY OF SCOTTSDALE
ENGINEERING SERVICES CONTRACT
SOLICITATION NO. 12RQ002
CONTRACT NO. 2012-131-COS

THIS CONTRACT, entered into this 27th day of August, 2012, between the City of Scottsdale, an Arizona municipal corporation, the "CITY" and Stantec Consulting Services Inc., a New York Corporation, the "ENGINEER."

RECITALS

- A.** The Mayor of the City of Scottsdale is authorized by provisions of the City Charter to execute contracts for professional services; and
- B.** The City intends to contact for Engineering services with Stantec Consulting Services Inc. for Airport Engineering Services; and
- C.** The Engineer is qualified to render the services desired by the City.

FOR AND IN CONSIDERATION of the parties' mutual covenants and conditions, it is agreed between the City and the ENGINEER as follows:

1.0 Scope of Services, Acceptance, Documentation

1.1 Scope of Services

The Engineer shall act under the authority and approval of the Contract Administrator to provide the services required by this Contract.

The Engineer shall do, perform and carry out in a satisfactory and proper manner, as determined by the City, the services generally outlined below and specifically indicated in future Authorization of Services agreed upon by the City.

The Engineer may utilize the services of Subcontractors when such services are warranted and previously agreed upon in writing by the City.

The Engineer must obtain all necessary information to complete the tasks requested by the City.

1.2 General Services

The Engineer shall render services as the City's professional Airport Engineer, giving consultation and advice as needed. The Engineer shall provide general project administration, fiscal planning and management services, including but not limited to, consultation regarding priority determination, funding sources and scheduling of work for the design and construction of airport development and maintenance projects.

1.3 Airport Engineering Services

The Engineer shall assist the City in determining the extent of engineering projects and shall perform the phases of preliminary design, final design, and participate with the City's Purchasing Department with the bidding process or negotiation and construction supervision. Specific engineering services will be included under Scope of Services in an Authorization of Services. One or more separate Authorization of Services will be prepared for each engineering project and when signed by the parties, becomes a part of this Contract. Each Authorization of Services shall set forth, in addition to the specific services to be performed in connection with that project, the time limits within which such services are to be performed, and compensation to be paid the Engineer for its services, and any and other special conditions or provisions which apply to the subject project and are not addressed elsewhere in this Contract.

1.4 Authorization of Services

Prior to initiating any work requested under Sections 1.1, 1.2, and 1.3 above, the Engineer and City must execute an Authorization of Services as specified within each of these sections. The Contract Administrator shall approve all Authorization of Services.

1.5 Responsibility of the Engineer

The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all services provided by the Engineer under this Contract. The time spent for each task shall be recorded and submitted to the Contract Administrator. The Engineer shall maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and to costs incurred and make such material available at all reasonable times during the contract period.

1.6 Responsibility of the City

The City shall cooperate with the Engineer by making a diligent effort to provide available items reasonably necessary for the Engineer to be able to provide its services, including all previous plans, drawings, specifications and design and construction standards; assistance in obtaining necessary access to the public and private lands; legal, accounting, and insurance information required for various projects; and necessary permits and approval of governmental authorities or other individuals.

1.7 Acceptance and Documentation

- A. Each task will be reviewed and approved by the Contract Administrator to determine acceptable completion.
- B. The City will provide all necessary information to the Engineer for timely completion of the tasks specified in Sections 1.1, 1.2, and 1.3 above.
- C. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract are to be and remain the property of the City and are to be delivered to the Contract Administrator before final payment is made to the Engineer.

2.0 Fees and Payments

2.1 Compensation

All compensation for services rendered by the Engineer and/or its Subcontractors shall be based upon criteria established below which relate to the type of services provided and must be billed through the primary Engineer.

2.1.1 Hourly Rates

The Engineer's certified hourly rate schedule is attached hereto as Exhibit "C" and incorporated herein by this reference. Subcontractors shall provide the City with certified hourly rate schedules, which City may approve within its sole discretion, prior to rendering any services under the Contract. The City may have third party evaluations conducted to ensure the hourly rates are consistent with industry standards. Such hourly rate schedules will establish a certified billing rate for each employee category, which includes direct salary, overhead and profit and shall constitute the full and complete compensation per hour of services performed by the Engineer. The City based upon submittal of expense reports and/or receipts if requested shall reimburse eligible expenses. All eligible expenses will be outlined and generally approved by the City beforehand and will include only non-overhead items directly related to the services performed, such as, but not limited to, transportation, subsistence, reproduction of documents, computer costs, and all purchases which become the property of the City.

2.1.2 Hourly Rate Increases

The Engineer and any Subcontractors may submit revised hourly rate schedules for approval thirty (30) days prior to each anniversary date of the Contract. Failure to do so may result in the denial of any increase requested. The Contract Administrator and Purchasing Director must approve any revised hourly rates in writing. Rate increases will become effective on later of the approval dates by the Contract Administrator and the Purchasing Director.

Approved rate increases will be applied to the unit pricing in the Contract as a percentage increase.

The increased rate shall be based upon mutual consent of the Engineer and the Contract Administrator; however, the Contract Administrator shall evaluate the Engineer's performance, services, and records documentation to determine the appropriateness of the increase requested. Third party evaluations may be conducted by the Contract Administrator to ensure rate increases are consistent with industry standards.

The percentage increase in the unit pricing may not exceed the percent in the United States "Consumer Price Index" for All Urban Consumers West Urban (C.P.I.U.) U. S. City Average for the Percent Change from the Year Ago as published by the U. S. Department of Labor Bureau of Labor Statistics. Index Base Period 1982-84=100.

2.1.3 General Services

Compensation for general services authorized by the City shall be based on the approved hourly rates schedules, calculated using actual hours and expenses incurred by the Engineer and/or Subcontractors. The City based upon submittal of expense reports and/or receipts if requested shall reimburse eligible expenses. All eligible expenses will be outlined and generally approved by the City beforehand and will include only non-overhead items directly related to the services performed, such as, but not limited to, transportation, subsistence, reproduction of documents, computer costs, and all purchases which become the property of the City.

2.1.4 Engineering/Planning/Feasibility Services

Compensation for all services other than General Services shall be made as specified in the Authorization of Services, which may reflect actual costs or lump-sum costs.

2.2 Payment Approval

The time spent for each task must be recorded and submitted to the Contract Administrator. The Engineer must maintain all necessary documents and accounting records pertaining to time billed and to costs incurred and make these materials available at all reasonable times during the contract period.

Monthly payments will be made to the Engineer on the basis of a progress report submitted by the Engineer for work completed through the last day of the preceding calendar month. Each task is subject to review and approval by the Contract Administrator to determine acceptable completion.

The Contract Administrator will prepare a partial payment request document for the Engineer's acceptance. However, not more than 90% of the total contract price will be paid before City's final acceptance of all completed work.

The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Engineer on a monthly basis.

All charges must be approved by the Contract Administrator before payment.

All billing will be to the Scottsdale Airport, 15000 N. Airport Drive, 2nd Floor, Scottsdale, AZ 85260.

2.3 Price Adjustment

Price increases may only be requested by the Engineer, 30 days before the annual anniversary date of the Contract. Failure to do so may result in the denial of any increase requested.

Price increases will become effective only after approval by the Contract Administrator and the Purchasing Director and will be effective for at least 1 year from the date of approval.

Approved price increases will be applied to the unit pricing in the Contract as a percentage increase.

The increased rate will be based upon mutual consent of the Engineer and the Contract Administrator, however, the Contract Administrator will evaluate the

Contractor's performance, services and records documentation to determine the appropriateness of the increase requested.

The percentage increase in the unit pricing may not exceed 5%.

3.0 General Terms and Conditions

3.1 Contract Administrator

The Contract Administrator for the City will be Chris Read, Airport Operations Manager, or designee. The Contract Administrator will oversee the performance of this Contract, assist the Engineer in accessing the organization, audit billings, and approve payments. The Engineer must submit all reports and special requests through the Contract Administrator. The Contract Administrator has the authority to authorize Change Orders up to the limits permitted by the City's Procurement Code.

3.2 Term of Contract

The Term of the Contract is for three (3) years with option to extend for two (2) additional one (1) year periods.

This Contract must be approved by the City Council of the City of Scottsdale, Arizona and signed by its Mayor and attested by the City Clerk. This Contract is in full force and effect when it is signed by the City and the Engineer.

If any tasks remain incomplete after the completion time period, the Contract Administrator must give written approval to continue the Contract.

3.3 Termination or Cancellation of Contract

The City may terminate this Contract or abandon any portion of the project that has not been performed by the Engineer.

Termination for Convenience: The City has the right to terminate this Contract or any part of it for its sole convenience with 30 days written notice. If terminated, the Engineer must immediately stop all work and will immediately cause any of its suppliers and Subcontractors to stop all work. As payment in full for services performed to the date of the termination, the Engineer will receive a fee for the percentage of services actually completed. This fee will be in the amount mutually agreed upon by the Engineer and the City, based on the Scope of Work. If there is no mutual agreement, the Contract Administrator will determine the percentage of completion of each task detailed in the Scope of Work and the Engineer's compensation will be based on this determination. The City will make this final payment within 60 days after the Engineer has delivered the last of the partially completed items. The Engineer will not be paid for any work done after receipt of the notice of termination or for any costs incurred by the Engineer's suppliers or Subcontractors, which the Engineer could reasonably have avoided.

Cancellation for Cause: The City may also cancel this Contract or any part of it with 7 days notice if the Engineer defaults, or if the Engineer fails to comply with any of the terms and conditions of this Contract. Unsatisfactory performance as determined by the Contract Administrator and failure to provide the City, upon request, with adequate assurances of future performance are all causes allowing the City to terminate this Contract for cause. Upon cancellation for cause, the City will not be liable to the Engineer for any amount, and the Engineer will be liable to the City for all damages sustained by the default which caused the cancellation.

If the Engineer is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this Contract immediately after giving notice to the Engineer.

If the City cancels this Contract or any part of the Contract services, the City will notify the Engineer in writing, and upon receiving notice, the Engineer must discontinue advancing the work and proceed to close all operations.

Upon cancellation, the Engineer must deliver to the City all drawings, special provisions, field survey notes, reports, and estimates, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the City. Use of incomplete data will be the City's sole responsibility.

The Engineer must appraise the work it has completed and submit its appraisal to the City for evaluation.

If the Engineer fails to fulfill in a timely and proper manner its obligations, or if the Engineer violates any of the terms of this Contract, the City may withhold any payments to the Engineer for the purpose of setoff until the exact amount of damages due the City from the Engineer is determined by a court of competent jurisdiction.

If the City improperly cancels the Contract for cause; the cancellation for cause will be converted to a termination for convenience in accordance with the provisions of this Section 3.3.

3.4 Funds Appropriation

If the City Council does not appropriate funds to continue this Contract, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice of termination to the Engineer at least 30 days before the end of its current fiscal period and will pay to the Engineer all approved charges incurred through the end of that period.

3.5 Audit

The City may audit all of the Engineer's records, calculations, and working documents pertaining to this work at a mutually agreeable time and place.

The Engineer's records (hard copy, as well as computer readable data), and any other supporting evidence necessary to substantiate any claims related to this Contract must be open to inspection and subject to audit and reproduction by the City's authorized representative as necessary to permit evaluation and

verification of the cost of the work, and any invoices, change orders, payments or claims submitted by the Engineer or any of his payees. The City's authorized representative must be afforded access, at reasonable times and places, to all of the Engineer's records and personnel throughout the term of this Contract and for a period of 3 years after the final payment.

The Engineer must require all Subcontractors and material suppliers (payees) to comply with the provisions of this section by insertion of these requirements in a written contract between the Engineer and payee. These requirements will apply to all Subcontractors.

If an audit discloses overcharges by the Engineer to the City in excess of 1% of the total contract billings, the actual cost of the City's audit must be reimbursed to the City by the Engineer. Any adjustments and payments made as a result of the audit or inspection of the Engineer's invoices and records will be made within a period of time not to exceed 90 days from presentation of the City's findings to the Engineer.

This audit provision includes the right to inspect personnel records as required by Section 3.22.

3.6 Ownership of Project Documents

All documents, including but not limited to, field notes, design notes, tracings, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, prepared in the performance of this Contract will remain the property of the City and must be delivered to the Contract Administrator before final payment is made to the Engineer.

When the work detail covers only the preparation of preliminary reports or plans, there will be no limitations upon the City concerning use of the plans or ideas in the reports or plans for the preparation of final construction plans. The City will release the Engineer from any liability for the preparation of final construction plans by others.

3.7 Completeness and Accuracy

The Engineer will be responsible for the completeness and accuracy of its work, including but not limited to, survey work, reports, supporting data, and drawings, sketches, etc. prepared by the Engineer and will correct, at its expense, all errors or omissions which may be disclosed. The cost to correct those errors will be chargeable to the Engineer. Additional construction added to the project will not be the responsibility of the Engineer unless the need for additional construction was created by any error, omission, or negligent act of the Engineer. The City's acceptance of the Engineer's work will not relieve the Engineer of any of its responsibilities.

3.8 Attorney's Fees

Should either party bring any action for relief, declaratory or otherwise, arising out of this Contract, the prevailing party will be entitled to receive from the other party reasonable attorneys' fees, reasonable costs and expenses as determined by the court sitting without a jury. All these fees, costs, and expenses will be considered to have accrued on the commencement of the action and will be enforceable whether or not the action is prosecuted to judgment.

3.9 Successors and Assigns

This Contract will be binding upon the Engineer, its successors and assigns, including any individual, or other entity with or into which the Engineer may merge, consolidate, or be liquidated, or any individual or other entity to which the Engineer may sell or assign its assets.

3.10 Assignment

Services covered by this Contract must not be assigned or sublet in whole or in part without first obtaining the written consent of the Contract Administrator.

3.11 Subcontractors

The Engineer may engage any additional Subcontractors as required for the timely completion of this Contract. If the Engineer subcontracts any of the work required by the Contract, the Engineer remains solely responsible for fulfillment of all the terms of this Contract.

The Engineer will pay its Subcontractors within 7 calendar days of receipt of each progress payment from the City. The Engineer will pay for the amount of the Work performed by each Subcontractor as accepted and approved by the City with each progress payment. In addition, any reduction of retention, if any, by the City will result in a corresponding reduction to Subcontractors who have performed satisfactory work. The Engineer will pay Subcontractors the reduced retention within 14 calendar days of the payment of the reduction of the retention to the Engineer. No Contract between the Engineer and its Subcontractors may materially alter the rights of any Subcontractor to receive prompt payment and retention reduction as provided in this Contract.

If the Engineer fails to make payments in accordance with these provisions, the City may take any of one or more of the following actions and the Engineer agrees that the City may take these actions:

- A. To hold the Engineer in default under this Contract;
- B. Withhold future payments including retention until proper payment has been made to Subcontractors in accordance with these provisions;
- C. Reject all future offers to perform work for the City from the Engineer for a period not to exceed 1 year from the completion date of this project; or
- D. Terminate this Contract.

3.12 Alterations or Additions to Scope of Services

The total Scope of the Engineering Services to be performed is stated in this Contract. Any services requested outside the scope of work are additional services. The Engineer will not perform these additional services without a written Change Order approved by the City. If the Engineer performs additional services without a Change Order, the Engineer will not receive any additional compensation.

3.13 Modifications

Any amendment or modification of the terms of this Contract must be in writing and will be effective only after approval of all parties to this Contract.

3.14 Conflict of Interest

The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Contract, and that it has not paid or agreed to pay any person or persons, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, brokerage fee, gifts or any consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City will have the right to annul this Contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of any fee, commission, percentage, brokerage fee, gift or contingent fee, together with costs and attorney's fees.

The City may cancel any Contract or Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation will be effective when written notice from the City is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. 38-511).

The Engineer will fully reveal in writing any financial or compensatory agreement which it has with a prospective bidder before the City's publication of documents for bidding.

3.15 Force Majeure

Neither party will be responsible for delays or failures in performance resulting from acts beyond their control. These acts will include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

3.16 Taxes

The fee listed in this Contract includes all taxes applicable to the services authorized. The City will have no obligation to pay additional amounts for taxes of any type.

3.17 Advertising

No advertising or publicity concerning the City's use of the Engineer's services will be undertaken without first obtaining written approval of the Contract Administrator.

3.18 Counterparts

This Contract may be executed in one or more counterparts, and each executed duplicate counterpart will possess the full force and effect of the original.

3.19 Entire Agreement

This Contract contains the entire understanding of the parties and no representations or agreements, oral or written, made before its execution will vary or modify the terms of this Contract.

3.20 Arizona Law

This Contract must be governed and interpreted according to the laws of the State of Arizona.

3.21 Equal Employment Opportunity

The Engineer will comply with Executive Order No. 11245, entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). The Engineer will include the terms of this provision in all contracts and subcontracts for work performed under this Contract, including supervision and oversight.

No Preferential Treatment or Discrimination:

In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin.

3.22 Compliance with Federal and State Laws

The Engineer accepts the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. In addition, the Engineer accepts the applicability to it of A.R.S. §34-301 and 34-302. The Engineer will include the terms of this provision in all contracts and subcontracts for work performed under this Contract, including supervision and oversight.

Under the provisions of A.R.S. §41-4401, the Engineer warrants to the City that the Engineer and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Engineer and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Engineer or any of its subcontractors will be considered a material breach of this Contract and may subject the Engineer or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City retains the legal right to inspect the papers of any employee of the Engineer or any subcontractor who works on this Contract to ensure that the Engineer or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Engineer and any of its subcontractors to ensure compliance with this warranty. The Engineer agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

The City will not consider the Engineer or any of its subcontractors in material breach of this Contract if the Engineer and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any contract the Engineer enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. The Engineer will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Engineer's failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

3.23 Compliance with Americans with Disabilities Act

Engineer acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Engineer will provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Engineer agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Engineer, its employees, agents or assigns will constitute a material breach of this Contract.

3.24 Contracts with Sudan and Iran

In accordance with A.R.S. §35-391-06 and §35-393-06, and the Contractor certifies that it does not have scrutinized business operations in Sudan or Iran, as defined in A.R.S. §35-391(15) and §35-393(12).

3.25 Federal Provisions

Procurements made under the Airport Improvement Program (AIP) must comply with required Federal provisions established by various laws and statutes. Please see EXHIBIT A for the Federal provisions that apply to this Engineering Services contract.

3.26 Evaluation of Engineer's Performance

The Engineer will be evaluated regarding its performance of this Contract. This evaluation will include, but not be limited to, the following consideration for:

- Completeness
- Accuracy
- Utility Coordination
- Technical Expertise
- Organization
- Appearance of plans (linework, lettering, etc.)
- Working relationship with City staff and others
- Availability
- Communication skills (meetings, correspondence, etc.)

This evaluation will be prepared by the staff and used to evaluate the desirability to proceed with negotiations for additional services.

3.27 Notices

All notices or demands required by this Contract must be given to the other party in writing, delivered by hand or by registered or certified mail at the addresses stated below, or to any other address the parties may substitute by giving written notice as required by this section.

On behalf of the Engineer:

Mark T. Koester, Principal
Stantec Consulting Services Inc.
8211 S. 48th Street
Phoenix, AZ 85044

On behalf of the City:

Chris Read, Airport Operations Manager
15000 N. Airport Drive
Scottsdale, AZ 85260

If hand delivered, Notices are received on the date delivered. If delivered by certified or registered mail, Notices are received on the date indicated on the receipt. Notice by facsimile or electronic mail is not adequate notice.

3.28 Independent Contractor

The services the Engineer provides to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City will not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

3.29 Ineligible Bidder

The preparer of bid specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or offeror on the solicitation for which they prepared the specification.

3.30 Indemnification

To the fullest extent permitted by law, the Engineer must defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees against all allegations, demands, suits, actions, claims, damages, losses, expenses, attorney fees, court costs, cost of appellate proceedings, and all claim adjusting and handling expense arising out of any negligent or intentional acts, actions, errors, or omissions by the Engineer. The Engineer is defined as the Engineer, its successors, assigns and guarantors, any subcontractor or anyone directly or indirectly employed by the Engineer or subcontractor or anyone for whose acts the Engineer or subcontractor may be liable and any injury or damages claimed by any of the Engineer's and subcontractor's employees.

Insurance provisions in this Contract are separate and independent from the indemnity provisions of this section and will not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section must not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.0 Insurance

A current Acord Certificate is acceptable.

Failure to provide an appropriate Certificate of Insurance will result in rejection of your certificate and delay in Contract execution.

Additionally Certificates of Insurance submitted without referencing a Contract number will be subject to rejection and returned or discarded.

4.1 Insurance Representations and Requirements

- A. General: The Engineer agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of the Engineer, the Engineer must purchase and maintain, at its own expense, the required minimum insurance with insurance companies duly licensed or approved to conduct business in the State of Arizona and with an A.M. Best's rating of B++6 or above with policies and forms satisfactory to City. Failure to maintain insurance as required may result in cancellation of this Contract at the City's option.

- B. No Representation of Coverage Adequacy: By requiring insurance, City does not represent that coverage and limits will be adequate to protect the Engineer. The City reserves the right to review any and all of the insurance policies and endorsements cited in this Contract but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements in this Contract or failure to identify any insurance deficiency will not relieve the

Engineer from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Contract.

- C. Coverage Term: The Engineer must maintain all required insurance in full force and effect until all work or services are satisfactorily performed and accepted by the City of Scottsdale, unless specified otherwise in this Contract.
- D. Claims Made: If any required insurance policies are written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or service. The Engineer must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for the 3 year period.
- E. Policy Deductibles and or Self Insured Retentions: The required policies may provide coverage which contain deductibles or self-insured retention amounts. The Engineer is solely responsible for any deductible or self-insured retention amount and the City, at its option, may require the Engineer to secure payment of the deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Engineer must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Engineer in this Contract. The Engineer is responsible for executing the Contract with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.
- G. Evidence of Insurance: Before commencing any work or services under this Contract, the Engineer must furnish the Contract Administrator with Certificate(s) of Insurance, or formal endorsements issued by the Engineer's insurer(s) as evidence that policies are placed with acceptable insurers and provide the required coverages, conditions, and limits of coverage and that the coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the required policies expire during the life of this Contract, the Engineer's must forward renewal Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.

Certificates shall specifically cite the following provisions:

- 1. The City of Scottsdale, its agents, representatives, officers, directors, officials and employees are named as an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying insurance as required.
- 2. The Engineer's insurance must be primary insurance for all performance of work under this Contract.
- 3. All policies, except Professional Liability insurance if applicable, waive rights of recovery (subrogation) against the City, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by the Engineer under this Contract.
- 4. If the Engineer receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Engineer's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

4.2 Required Coverage

- A. Commercial General Liability: The Engineer must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, and personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance.
- B. Professional Liability: The Engineer must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Engineer, or anyone employed by the Engineer, or anyone for whose acts, mistakes, errors and omissions the Engineer is legally liable, with a liability insurance limit of \$3,000,000 each claim and \$3,000,000 all claims. If the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, the Engineer must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.
- C. Vehicle Liability: The Engineer must maintain Business Automobile Liability insurance with a limit of \$1,000,000 each accident on the Engineer's owned, hired, and non-owned vehicles assigned to or used in the performance of the Engineer's work or services under this Contract. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance.
- D. Workers Compensation Insurance: The Engineer must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Engineer's employees engaged in the performance of work or services under this Contract, and must also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

5.0 Software Licenses

If The Engineer provides to the City any software licenses, the following provisions apply:

5.1 Source Code Availability

- A. The Engineer must furnish the City, without charge, a single copy of the Source Code for the Software immediately upon the occurrence of any of the following:
 - 1. The Engineer becomes insolvent; or
 - 2. The Engineer ceases to conduct business; or
 - 3. The Engineer makes a general assignment for the benefit of creditors; or
 - 4. A petition is filed in Bankruptcy by or against the Engineer.
- B. Use of the Source Code must be subject to the same restrictions as the Software itself.
- C. The City must have the right to modify the Source Code in any manner the City believes is appropriate, provided that the Source Code as modified must remain subject to the restrictions of Section 5.1(B).

5.2 Proprietary Protection

- A. The City agrees that if the Engineer informs the City that the Software is confidential information or is a trade secret property of the Engineer; the Software is disclosed on a confidential basis under this Contract and in accordance with the terms of this Contract.

- B. The Engineer must not use or disclose any knowledge, data or proprietary information relating to the City obtained in any manner.
- C. As permitted by Arizona Law, the parties agree that during the term of this Contract and of all Licenses granted under this Contract, and for a period of 7 years after termination of this Contract and of all licenses granted by this Contract, to hold each others' confidential information in confidence. The parties agree, unless required by government regulations or order of court, not to make each others' confidential information available in any form to any third party or to use each other's confidential information for any purposes other than the implementation of this Contract. However, if the Engineer's confidential information is requested to be divulged under the provisions of the Arizona Public Records Act, A.R.S., Title 39, the Engineer must reimburse the City for the full cost of the City's refusal to release the information, including the costs of litigation, the City's attorney fees, fines, penalties or assessments of the opposing party's attorney fees. Each party agrees to take all reasonable steps to ensure that confidential information is not disclosed or distributed by its employees or agents in violation of the provisions of this Contract.

5.3 Non-Infringement

The Engineer warrants that the Software provided to the City does not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary or property right of any person or entity.

In the event of a claim against the City asserting or involving such an allegation, the Engineer will defend, at the Engineer's expense, and will indemnify and hold harmless the City against any loss, cost, expense (including attorney fees) or liability arising out of the claim, whether or not the claim is successful. In the event an injunction or order is obtained against use of the Software, or if in the Engineer's opinion the Software is likely to become the subject of a claim of infringement, the Engineer will, at its option and its expense:

1. Procure for the City the right to continue using the Software; or
2. Replace or modify the software so that it becomes non-infringing (this modification or replacement must be functionally equivalent to the original); or
3. If neither 1 nor 2 is practicable, repurchase the Software on a depreciated basis utilizing a straight line 5 year period, commencing on the date of acceptance.

5.4 Third Party License

The Engineer must sublicense to the City any and all third party Software required in this Contract. The City reserves the right to accept or reject third party license terms. If the City rejects the terms of a third party license, it will be the Engineer's responsibility to negotiate acceptable terms or to supply Software from another source with terms acceptable to the City. The City's acceptance of the third party license terms will not be unreasonably withheld.

6.0 Severability and Authority

6.1 Severability

If any term or provision of this Contract is found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract will remain in full force and effect and the term or provision will be considered to be deleted.

6.2 Authority

Each party warrants that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each party has been properly authorized and empowered to enter into this Contract. Each party acknowledges that it has read, understands, and agrees to be bound by the terms and conditions of this Contract.

7.0 Request For Taxpayer I.D. Number & Certification I.R.S. W-9 Form

Upon request, the Contractor shall provide the required I.R.S. W-9 FORM which is available from the IRS website at www.IRS.gov under their forms section.

The City of Scottsdale by its Mayor and City Clerk have subscribed their names this ____ day of _____, 2012.

CITY OF SCOTTSDALE
an Arizona Municipal Corporation

ATTEST:

W.J. "Jim" Lane
Mayor

Carolyn Jagger
City Clerk

ENGINEER:

By: _____

Its: _____

RECOMMENDED:

Derek E. Earle
City Engineer

Sue Welch
Interim Risk Management Director

Contract Administrator

APPROVED AS TO FORM:

Bruce Washburn, City Attorney
By: (attorney's name printed here, if other than Bruce)

FAA Clauses

For Professional Services (A / E) Contracts

EXHIBIT A

CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1.1 Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

FAA Clauses

For Professional Services (A / E) Contracts

EXHIBIT A

**CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS
CONT'D**

1.6 Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Reference
49 CFR Part 21
AC 150/5100-15

**AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS
PROVISIONS**

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Reference
Airport and Airway Improvement Act of 1982, Section 520
Title 49 47123
AC 150/5100-15, Para. 10.c.

FAA Clauses

For Professional Services (A / E) Contracts

EXHIBIT A

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within fourteen (14) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

Reference
49 CFR Part 26

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

- (1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

Reference
49 CFR Part 20, Appendix A

FAA Clauses

For Professional Services (A / E) Contracts

EXHIBIT A

ACCESS TO RECORDS AND REPORTS

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

Reference
49 CFR Part 18.36(i)
FAA Order 5100.38

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Reference
49 CFR Part 18.36

RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

Reference
49 CFR Part 18.36(i)(8)
FAA Order 5100.38

FAA Clauses

For Professional Services (A / E) Contracts

EXHIBIT A

TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Reference
49 CFR Part 30.13
FAA Order 5100.38

FAA Clauses

For Professional Services (A / E) Contracts

EXHIBIT A

TERMINATION OF CONTRACT

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

Reference
49 CFR Part 18.36(i)(2)
FAA Order 5100.38

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

Reference
49 CFR Part 29
FAA Order 5100.38

EXHIBIT B
PROJECT DESCRIPTIONS
SCOPE OF WORK

PROJECT YEAR/NAME	TOTAL ESTIMATED COST	FUNDING SOURCE
FY 2013		
General Services/DBE Program	\$20,000	L
Pavement Preservation Program	\$200,000	L
Reconstruct Alpha Taxiway, Lighting and Signage**	\$9,000,000	F/S/L
Reconstruction Delta Parking Apron	\$2,500,000	F/S/L
Retention Basin Improvements – Phase 1 - Construction Admin	\$80,000	S/L
Replace Parking Apron Pullboxes	\$70,000	S/L
Runway Threshold/Perimeter Edge Marking, Lighting and Signage Upgrade	\$500,000	F/S/L
FY 2014		
General Services/DBE Program	\$20,000	L
Pavement Preservation Program	\$200,000	L
Reconstruct/Strengthen Runway 03/21, Lighting and Signage	\$9,000,000	F/S/L
Retention Basin Improvements – Phase 2	\$270,000	S/L
Run-up Areas, Runway Guard Lights, Hold Position Markings, Signage	\$2,000,000	F/S/L
Airport Security System Upgrades	\$300,000	L
Pavement Construction Gate 4 Parcel	\$2,000,000	F/S/L
FY 2015		
General Services/DBE Program	\$20,000	L
Pavement Preservation Program	\$200,000	L
Rehabilitate Bravo Taxiway, Lighting and Signage	\$1,700,000	F/S/L
Reconstruction Charlie Taxiway	\$350,000	F/S/L
FY 2016/		
General Services/DBE Program	\$20,000	L
Pavement Preservation Program	\$200,000	L
Gate 4 Parcel Infrastructure	\$1,300,000	F/S/L
FY 2017		
General Services/DBE Program	\$20,000	L
Pavement Preservation Program	\$200,000	L
Notes: F = Federal, S = State and L = Local		

**This project may be phased over several years depending on the availability of grant funding.

EXHIBIT C
FEE SCHEDULE

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

City of Scottsdale, its representatives, agents and employees, is an Additional Insured under Commercial General Liability and Auto Liability. All cited insurance shall be primary coverage and waive rights of recovery (subrogation), including Workers Compensation, against City of Scottsdale. Insert Contract # or Purchase Order #

AUTHORIZED REPRESENTATIVE



COMMISSION ACTION REPORT

Discussion and Possible Action to Adopt Resolution 9140 authorizing approval of planning services contract No. 2012-132-COS with Coffman Associates, Inc.

Consent Agenda Item No.: 3

Meeting Date: 08/08/12

Staff Contact: Sarah Ferrara,
Aviation & Planning Coordinator

Phone: (480) 312-8482

ACTION

Airport Advisory Commission considers recommending that the City Council Adopt Resolution 9140 authorizing approval of planning services contract No. 2012-132-COS with Coffman and Associates, Inc.

PURPOSE

This contract provides for professional airport planning services for a full- range of aviation needs at Scottsdale Airport, including but not limited to: airport master planning, environmental analysis, airport noise control, land use compatibility, activity forecasting, financial planning, program management, airport/community relations programs, grant administration and special feasibility management and operations evaluations which are subject to various local, state and federal requirements.

KEY CONSIDERATIONS

- The Aviation and Purchasing Departments were responsible for the preparation of the Request for Qualifications (RFQ) and the solicitation of qualified airport planning firms from across the country.
- The RFQ was properly advertised in accordance with State Procurement Law Title 34. Approximately eighty (80) persons/firms downloaded the solicitation; however only Coffman and Associates, Inc. submitted a Statement of Qualifications (SOQ).
- Coffman Associates has a wealth of experience both in the industry and at Scottsdale Airport. One of their most experienced partners Mr. Jim Harris who is based in Scottsdale and very familiar and experienced with Scottsdale Airport.
- The RFQ Selection Committee included 3 (three) members from the City's Aviation Department.
- The Selection Committee selected Coffman and Associates, Inc as a qualified firm using a points-based evaluation system.
- The City's Purchasing Director approved the recommendation to award the contract to Coffman and Associates, Inc. on July 23, 2012.

Attachment(s): 1. Resolution 9140
2. Contract No. 2012-132-COS

Action taken:

RESOLUTION NO. 9140

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE,
MARICOPA COUNTY, ARIZONA, AUTHORIZING CONTRACT NO.
2012-132-COS, WITH COFFMAN AND ASSOCIATES, INC. FOR
AIRPORT PLANNING SERVICES.

The City of Scottsdale requires the services of a qualified planning firm to conduct all of its critical airport development projects; and

After a competitive bid process, Coffman and Associates, Inc. was selected as the most qualified firm to provide the necessary services.

BE IT RESOLVED by the Council of the City of Scottsdale as follows:

Section 1. The Mayor of the City of Scottsdale is authorized and directed to execute Contract No. 2012-132-COS, with Coffman and Associates, Inc. for professional airport planning services.

PASSED AND ADOPTED by the Council of the City of Scottsdale this 27th day of August, 2012.


ATTEST:

CITY OF SCOTTSDALE,
an Arizona municipal corporation

By: _____
Carolyn Jagger, City Clerk

By: _____
W. J. "Jim" Lane, Mayor

APPROVED AS TO FORM:


Bruce Washburn, City Attorney

By: Clifford J. Frey
Senior Assistant City Attorney



**CITY OF SCOTTSDALE
PROFESSIONAL SERVICES CONTRACT**

THIS CONTRACT, entered into this 27th day of August 2012, between the City of Scottsdale, an Arizona municipal corporation, the "City", and Coffman Associates, the "Consultant".

WITNESSETH

The Mayor of the City of Scottsdale is authorized and empowered by provisions of the City Charter to execute contracts for professional services; and

The City desires to contract for Airport Planning Services; and

The Consultant is duly qualified to perform the requested services; and

In consideration of the mutual promises and obligations stated in this Contract, the parties agree as follows:

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Consultant will act under the authority and approval of the Contract Administrator for the City, as named below, to provide the professional services required by this Contract.

1.1 SERVICE DESCRIPTION

The entire Request for Qualifications 12RQ003 identified as Airport Planning Services is incorporated into this Contract by this reference as fully as if written out below. Consultant's proposal submitted in response to Request for Qualifications 12RQ003 and dated June 26, 2012 is incorporated into this Contract by this reference as fully as if written out below.

The Consultant shall do, perform and carry out in a satisfactory and proper manner, as determined by the City, FAA, and ADOT, the services generally outlined below and specifically indicated in Exhibit C - Scope of Services attached and incorporated by reference as fully as if written out below.

The Consultant shall provide professional airport planning services for a full range of aviation needs at Scottsdale Airport, including but not necessarily limited to airport master planning, environmental analysis, airport noise control, land use compatibility, activity forecasting, financial planning, program management, airport/community relations programs, grant administration and special feasibility management and operations evaluations as may be necessary, which are subject to various local, state, and federal (FAA) requirements.

If any provision incorporated by reference from the Request for Qualifications conflicts with any provision of the Consultant's proposal, the provision of the Request for Qualifications will control. If any provision of the Consultant's proposal conflicts with any provision of this Contract, this Contract will control.

1.2 ACCEPTANCE AND DOCUMENTATION

- A. Each task must be reviewed and approved by the Contract Administrator to determine acceptable completion.
- B. The City will provide all necessary information to the Consultant for timely completion of the tasks specified in Section 1.1 above.
- C. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract are to be and remain the property of the City and are to be delivered to the Contract Administrator before final payment is made to the Consultant.

2.0 BILLING RECORDS, AUDIT, FEES

2.1 BILLING RECORDS, AUDIT

The time spent for each task must be recorded and submitted to the Contract Administrator. Consultant must maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and to costs incurred and makes these materials available for audit by the City in accordance with Section 4.7 of this Contract.

2.2 FEE SCHEDULE

Option A

The amount paid to Consultant inclusive of all expenses under this Contract must not exceed \$_____.

Consultant will be paid according to the attached Fee Schedule exhibit "B".

Consultant may submit work in progress billings for services rendered together with applicable documentation as directed by the Contract Administrator.

OR

Consultant will be paid at the hourly rate of \$_____.

Options

Consultant must submit to the Contract Administrator for approval, any out-of-pocket travel or other incidental expenses to be billed to the City.

OR

Approved expenses must not exceed \$_____.

OR

Amounts indicated in this Section 2.2 represent the entire amounts payable under this Contract. Additional expenses will not be authorized.

2.3 PAYMENT APPROVAL

All charges must be approved by the Contract Administrator before payment.

2.4 PRICE ADJUSTMENT

Price increases may only be requested by the Consultant, 30 days before the annual anniversary date of the Contract. Failure to do so may result in the denial of any increase requested.

Price increases will become effective only after approval by the Contract Administrator and the Purchasing Director and will be effective for at least 1 year from the date of approval.

Approved price increases will be applied to the unit pricing in the Contract as a percentage increase.

The increased rate will be based upon mutual consent of the Consultant and the Contract Administrator, however, the Contract Administrator will evaluate the Contractor's performance, services and records documentation to determine the appropriateness of the increase requested.

The percentage increase in the unit pricing may not exceed 5%.

3.0 TERM, EXTENSION, TERMINATION

3.1 TERM AND EXTENSION

The Term of the Contract is for three (3) years with option to extend for two (2) additional one (1) year periods.

This Contract must be approved by the City Council of the City of Scottsdale, Arizona and signed by its Mayor and attested by the City Clerk. This Contract is in full force and effect when it is signed by the City and the Consultant.

If any tasks remain incomplete after the completion time period, the Contract Administrator must give written approval to continue the Contract.

3.2 TERMINATION

Termination for Convenience: City reserves the right to terminate this contract or any part of this Contract for its sole convenience with 30 days written notice. In the event of any termination, Consultant must immediately stop all work, and must immediately cause any of its suppliers and Subcontractors to cease all work. As compensation in full for services performed to the date of termination, the Consultant will receive a fee for the percentage of services actually completed. This fee will be in the amount to be mutually agreed upon by the Consultant and the City, based on the agreed Scope of Work. If there is no mutual agreement, the Contract Administrator will determine the percentage of completion of each task detailed in the Scope of Work and the Consultant's compensation will be based upon this determination. The City will make this final payment within 60 days after the Consultant has delivered the last of the partially completed items. Consultant will not be paid for any work done upon receipt of the notice of termination, nor for any costs incurred by Consultant's suppliers or Subcontractors, which Consultant could reasonably have avoided.

Cancellation for Cause: City may also cancel this contract or any part of this Contract with 7 days notice for cause in the event of any default by the Consultant, or if the Consultant fails to comply with any of the terms and conditions of this contract. Unsatisfactory performance as judged by the Contract Administrator, and failure to provide City, upon request, with adequate assurances of future performance will all be causes allowing City to cancel this contract for cause. In the event of cancellation for cause, City will not be liable to Consultant for any

amount, and Consultant will be liable to City for any and all damages sustained by reason of the default which gave rise to the termination.

In the event Consultant is in violation of any Federal, State, County or City law, regulation or ordinance, the City may cancel this contract immediately upon giving notice to the Consultant.

If the City cancels this Contract or any part of the Contract services, the City will notify the Consultant in writing, and upon receiving notice, the Consultant must discontinue advancing the work and proceed to close all operations.

Upon cancellation, the Consultant must deliver to the City all drawings, special provisions, reports, and other documents, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the City. Use of incomplete data will be at the City's sole responsibility.

The Consultant must appraise the work it has completed and submit its appraisal to the City for evaluation. At that time, the Consultant will be entitled to be paid for Work performed and accepted by the City before the default.

If the Consultant fails to fulfill in a timely and proper manner its obligations, or if the Consultant violates any of the terms of this Contract, the City may withhold any payments to the Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined by a court of competent jurisdiction.

If the City improperly cancels the Contract for cause; the cancellation for cause will be converted to a termination for convenience in accordance with the provisions of this Section.

3.3 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice of termination to the Consultant at least 30 days before the end of its current fiscal period and will pay to the Consultant all approved charges incurred through the end of this period.

4.0 GENERAL TERMS

4.1 ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the specified services. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 ARIZONA LAW

This Contract is governed and interpreted according to the laws of the State of Arizona.

4.3 MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract must be in writing and will be effective only after approval of all parties signing the original Contract.

4.4 ASSIGNMENT

Services covered by this Contract may not be assigned or sublet in whole or in part without first obtaining the written consent of the Purchasing Director and Contract Administrator.

4.5 SUCCESSORS AND ASSIGNS

This Contract extends to and is binding upon Consultant, its successors and assigns, including any individual, company, partnership or other entity with or into which Consultant merges, consolidates or is liquidated, or any person, corporation, partnership or other entity to which Consultant sells its assets.

4.6 CONTRACT ADMINISTRATOR

The Contract Administrator for the City will be Sarah Ferrara, Aviation Planning & Outreach Coordinator, or designee. The Contract Administrator will oversee the execution of this Contract, assist the Consultant in accessing the organization, audit billings, approve payments, establish delivery schedules, approve addenda, and assure Certificates of Insurance are in City's possession and are current and conform to the contract requirements. The Consultant must channel reports and special requests through the Contract Administrator.

4.7 RECORDS AND AUDIT RIGHTS

The City may audit all of the Consultant's records, calculations, and working documents pertaining to this work at a mutually agreeable time and place.

Consultant's records (hard copy, as well as computer readable data), and any other supporting evidence considered necessary by the City to substantiate charges and claims related to this contract must be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Consultant or any of his payees in accordance with the execution of the contract. The City's authorized representative must be afforded access, at reasonable times and places, to all of the Consultant's records and personnel in accordance with the provisions of this section throughout the term of this contract and for a period of 3 years after last or final payment.

Consultant must require all Subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this section by insertion of these requirements in a written contract agreement between Consultant and payee. These requirements will also apply to any and all Subcontractors.

If an audit in accordance with this section, discloses overcharges, of any nature, by the Consultant to the City in excess of 1% of the total contract billings, the actual cost of the City's audit must be reimbursed to the City by the Consultant. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Consultant's invoices and/or records must be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Consultant.

4.8 ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default, the prevailing party will be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which will be considered to have accrued on the

commencement of the action and will be enforceable whether or not such action is prosecuted to judgment.

4.9 INELIGIBLE BIDDER

The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or offeror on the solicitation for which they prepared the specification.

4.10 INDEPENDENT CONTRACTOR

The services Contractor provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City will not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 CONFLICT OF INTEREST

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any person or persons, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, brokerage fee, gifts or any consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City will have the right to cancel this Contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of any fee, commission, percentage, brokerage fee, gift or contingent fee, together with costs and attorney's fees.

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. The cancellation will be effective when written notice from the City is received by all other parties to the contract, unless the notice specifies a later time (A.R.S. §38-511).

4.12 NOTICES

All notices or demands required to be given in accordance with the terms of this Contract must be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses stated below, or to any other address the parties may substitute by written notice given in the manner prescribed in this section.

In the case of Consultant:

James M. Harris
Coffman Associates
4835 E. Cactus Road
Scottsdale, AZ 85254

In the case of City:

Sarah Ferrara, Aviation Planning & Outreach Coordinator
15000 N. Airport Drive
Scottsdale, AZ 85260

Notices will be considered received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail. Notice by facsimile or electronic mail is not adequate notice.

4.13 FORCE MAJEURE

Neither party will be responsible for delays or failures in performance resulting from acts beyond their control. These acts include, but are not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

4.14 TAXES

Consultant is solely responsible for any and all tax obligations which may result out of the Consultants performance of this contract. The City has no obligation to pay any amounts for taxes, of any type, incurred by the Consultant.

4.15 ADVERTISING

No advertising or publicity concerning the City using the Consultant's services shall be undertaken without first obtaining the written approval for the advertising or publicity by the City Contract Administrator.

4.16 COUNTERPARTS

This contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract will be considered to possess the full force and effect of the original.

4.17 CAPTIONS

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.18 SUBCONTRACTORS

During the performance of the Contract, the Consultant may engage any additional Subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors requires that the Consultant first obtain the approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Consultant.

The Consultant will pay its Subcontractors within 7 calendar days of receipt of each progress payment from the City. The Consultant will pay for the amount of the Work performed by each Subcontractor as accepted and approved by the City with each progress payment. In addition, any reduction of retention, if any, by the City will result in a corresponding reduction to Subcontractors who have performed satisfactory work. The Consultant will pay Subcontractors the reduced retention within 14 calendar days of the payment of the reduction of the retention to the Consultant. No Contract between the Consultant and its Subcontractors may materially alter the rights of any Subcontractor to receive prompt payment and retention reduction as provided in this Contract.

If the Consultant fails to make payments in accordance with these provisions, the City may take any of one or more of the following actions and the Consultant agrees that the City may take these actions:

- A. To hold the Consultant in default under this Contract;
- B. Withhold future payments including retention until proper payment has been made to Subcontractors in accordance with these provisions;
- C. Reject all future offers to perform work for the City from the Consultant for a period not to exceed 1 year from the completion date of this project; or
- D. Cancel this Contract.

4.19 CHANGES IN THE WORK

The City may at any time, as the need arises, order changes within the scope of the work without invalidating the contract. If any changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, an equitable adjustment will be authorized by written Change Order.

The City will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to approval by the City.

Contract Change Orders are subject to the Rules and Procedures within the City's Procurement Code.

4.20 CO-OP USE OF CONTRACT

In addition to the City of Scottsdale, this Contract may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any usage by other entities must be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

4.21 COMPLIANCE WITH FEDERAL AND STATE LAWS

The Consultant understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. In addition, the Consultant understands and acknowledges the applicability of A.R.S. §34-301 and 34-302.

4.22 IMMIGRATION LAW COMPLIANCE

Under the provisions of A.R.S. §41-4401, the Consultant warrants to the City that the Consultant and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Consultant and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Consultant or any of its subcontractors will be considered a material breach of this Contract and may subject the Consultant or Subcontractor to penalties up to and including termination of this Contract or any subcontract. The Consultant will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Consultant's failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

The City retains the legal right to inspect the papers of any employee of the Consultant or any subcontractor who works on this Contract to ensure that the Consultant or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Consultant and any of its subcontractors to ensure compliance with this warranty. The Consultant agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

4.23 LAWFUL PRESENCE IN THE UNITED STATES FOR PERSONS

A.R.S. §1-502 (H.B. 2008) requires that all PERSONS who will be awarded a contract and apply for public benefit must demonstrate through a signed affidavit and the presentation of a copy of documentation that verifies that they are lawfully present in the United States.

A PERSON is defined as all NATURAL PERSONS / INDIVIDUALS / SOLE PROPRIETORSHIPS as indicated by your W9 Filing. *(This law does not apply to LLP's, LLC's, PLLC's, Corporations Limited Partnerships or General Partnerships)*

By submitting your quote, bid, proposal and/or indicating your desire to enter in a contract with the City you are agreeing that if you are selected as the awardee and meet the criteria of a PERSON you will abide by this law and sign and submit an AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES and attach the appropriate copy of your documentation to verify of that statement. Types of acceptable documentation copies are an Arizona Drivers License issued after 1996, Arizona nonoperating identification license, U.S. birth certificate, U.S. Passport, I-94 Form with photograph and several others that are all listed on the Affidavit form that the City will send to you for your completion before to issuing any contract.

If you have previously done business with the City and have already filed the above Affidavit with copies of an acceptable documentation please indicate when you filed the affidavit. If your approved Affidavit is already on file with the City, you have complied with this requirement.

If you fail to provide a completed Affidavit and accompanying copy of your acceptable documentation, or if you do not advise the City of your previous filing within 10 calendar days after receiving the City's request you may be considered non responsive and disqualified from that award consideration. You can obtain the complete Affidavit form from the City's Purchasing Department at (480) 312-5700 or the City's website at <http://www.scottsdaleaz.gov/Purchasing> on the Vendor Resources page at the bottom right under Forms.

4.24 CONTRACTS WITH SUDAN AND IRAN

In accordance with A.R.S. §35-391.06 and 35-393.06, the contractor certifies that it does not have scrutinized business operations in Sudan or Iran, as defined in A.R.S. §35-391(15) and 35-393(12).

4.25 FEDERAL PROVISIONS

Procurements made under the Airport Improvement Program (AIP) must comply with required Federal provisions established by various laws and statutes. Please see EXHIBIT A for the Federal provisions that apply to this Professional Services contract.

4.26 NO PREFERENTIAL TREATMENT OR DISCRIMINATION

In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin.

4.27 INDEMNIFICATION

To the fullest extent permitted by law, Consultant, its successors, assigns and guarantors, must defend, indemnify and hold harmless City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Consultant relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Consultant's and Subcontractor's employees.

Insurance provisions stated in this Contract are separate and independent from the indemnity provisions of this section and must not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section must not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.28 OWNERSHIP OF PROJECT DOCUMENTS

All documents, including but not limited to notes, records, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, prepared in the performance of this Contract will remain the property of the City and must be delivered to the Contract Administrator before final payment is made to the Consultant.

When the work detail covers only the preparation of preliminary reports or documents, there will be no limitations upon the City concerning use of the ideas or recommendations in the reports

or documents. The City will release the Consultant from any liability for the preparation and use of preliminary reports or documents.

Any use of the project documents for purposes other than intended under this Contract will be at the sole risk of the City, and the Consultant will not be liable for any losses or injuries arising out of that use.

4.29 COMPLETENESS AND ACCURACY

The Consultant will be responsible for the completeness and accuracy of work prepared by the Consultant and will correct, at its expense, all errors or omissions which may be disclosed. The cost to correct those errors will be chargeable to the Consultant. Additional work or construction added to the project will not be the responsibility of the Consultant unless the need for additional work or construction was created by any error, omission, or negligent act of the Consultant. The City's acceptance of the Consultant's work will not relieve the Consultant of any of its responsibilities. The professional standard to which the Consultant is held will be that of a similar Consultant as practiced in the State of Arizona.

4.30 ALTERATIONS OR ADDITIONS TO SCOPE OF SERVICES

The total Scope of the Consulting Services to be performed is stated in this Contract. Any services requested outside the scope of work are additional services. The Consultant will not perform these additional services without a written Change Order approved by the City. If the Consultant performs additional services without a Change Order, the Consultant will not receive any additional compensation.

4.31 EQUAL EMPLOYMENT OPPORTUNITY

The Consultant will comply with Executive Order No. 11245, entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). The Consultant will include the terms of this provision in all contracts and subcontracts for work performed under this Contract, including supervision and oversight.

4.32 EVALUATION OF CONSULTANT'S PERFORMANCE

The Consultant will be evaluated regarding its performance of this Contract. This evaluation will include, but not be limited to, the following consideration for:

- Completeness
- Accuracy
- Utility Coordination
- Technical Expertise
- Organization
- Appearance of plans (linework, lettering, etc.)
- Working relationship with City staff and others
- Availability
- Communication skills (meetings, correspondence, etc.)

This evaluation will be prepared by the staff and used to evaluate the desirability to proceed with negotiations for additional services.

4.33 THIRD PARTY BENEFICIARY

Nothing under the Contract Documents will be construed to give any rights or benefits in the Contract Documents to anyone other than the City and the Consultant, and all duties and responsibilities undertaken in accordance with the Contract Documents will be for the sole and exclusive benefit of the City and the Consultant and not for the benefit of any other party.

4.34 CONTRACTOR ON SITE SAFETY REPORTING REQUIREMENTS

For any non-construction City supplier whose service contract(s) (either singular or in aggregate) results in the contractor working 500 or more hours on site at a City of Scottsdale location(s) in any one calendar quarter, the following documentation must be provided by the contractor to the Contract Administrator (CA):

- the contractor's most recent OSHA 300A (if applicable);
- all accident reports for injuries that occurred in the city under the contract during the most recent review period;
- the contractor's current worker's compensation experience modifier;
- the above information is to be provided to the CA initially and every February thereafter as long as the contract is in force;
- the CA will provide this information to Risk Management when requested.

5.0 INSURANCE

A current standard Acord Certificate is acceptable.

Failure to provide an appropriate Certificate of Insurance will result in rejection of your certificate and delay in Contract execution.

Additionally, Certificates of Insurance submitted without referencing an RFP and Contract number will be subject to rejection and returned or discarded.

5.1 Insurance Representations and Requirements

5.1.1 General: Consultant agrees to comply with all applicable City ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Consultant, Consultant must purchase and maintain, at its own expense, the stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

5.1.2 No Representation of Coverage Adequacy: By requiring insurance, City of Scottsdale does not represent that coverage and limits will be adequate to protect Consultant. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements stated in this contract or failure to identify any insurance deficiency will not relieve Consultant from, nor be construed or considered a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

5.1.3 Coverage Term: All insurance required by this Contract must be maintained in full force and effect until all work or services required to be performed under the terms of this contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.

5.1.4 Claims Made: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage must extend, either by keeping coverage in force or purchasing an extended reporting option, for 3 years past completion and acceptance of the work or services as evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required for the 3 year period.

5.1.5 Policy Deductibles and or Self Insured Retentions: The policy requirements may provide coverage which contain deductibles or self insured retention amounts. These deductibles or self insured retention must not be applicable with respect to the policy limits provided to City of Scottsdale. Consultant is solely responsible for any deductible or self insured retention amount. City of Scottsdale, at its option, may require Consultant to secure payment of the deductible or self insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

5.1.6 Use of Subcontractors: If any work under this Contract is subcontracted in any way, Consultant must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as stated in this Contract protecting City of Scottsdale and Consultant. Consultant is responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

5.1.7 Evidence of Insurance: Before starting any work or services under this Contract, Consultant must furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Consultant's insurer(s) as evidence that policies are placed with acceptable insurers as specified in this Contract and provide the required coverage, conditions, and limits of coverage and that this coverage and the provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above cited policies expire during the life of this Contract, it is Consultant's responsibility to forward renewal Certificates within 10 days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions:

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying insurance as required.
2. Consultant's insurance must be primary insurance as respects performance of subject contract.
3. All policies, except Professional Liability insurance, if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Consultant under this Contract.
4. If the Consultant receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Consultant's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

5.2 Required Coverage

5.2.1 Commercial General Liability: Consultant must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any

Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

- 5.2.2 Professional Liability:** If the Contract is the subject of any professional services or work, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Contract, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability insurance limit of \$3,000,000 each claim and \$3,000,000 all claims.
- 5.2.3 Vehicle Liability:** Consultant must maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant's owned, hired, and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Contract. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of this contract, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.
- 5.2.4 Workers Compensation Insurance:** Consultant must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

6.0 SEVERABILITY AND AUTHORITY

6.1 SEVERABILITY

If any term or provision of this Contract is found to be illegal or unenforceable, then despite this illegality or unenforceability, this Contract will remain in full force and effect and the term or provision will be considered to be deleted.

6.2 AUTHORITY

Each party warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

7.0 REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM

Upon request, the Contractor shall provide the required I.R.S. W-9 Form which is available from the IRS website at www.irs.gov under their forms section.

8.0 SOFTWARE LICENSES

If The Consultant provides to the City any software licenses, the following provisions apply:

8.1 SOURCE CODE AVAILABILITY

- A. The Consultant must furnish the City, without charge, a single copy of the Source Code for the Software immediately upon the occurrence of any of the following:
 - 1. The Consultant becomes insolvent; or
 - 2. The Consultant ceases to conduct business; or
 - 3. The Consultant makes a general assignment for the benefit of creditors; or
 - 4. A petition is filed in Bankruptcy by or against the Consultant.
- B. Use of the Source Code must be subject to the same restrictions as the Software itself.
- C. The City must have the right to modify the Source Code in any manner the City believes is appropriate, provided that the Source Code as modified must remain subject to the restrictions of Section 8.1(B).

8.2 PROPRIETARY PROTECTION

- A. The City agrees that if the Consultant informs the City that the Software is confidential information or is a trade secret property of the Consultant; the Software is disclosed on a confidential basis under this Contract and in accordance with the terms of this Contract.
- B. The Consultant must not use or disclose any knowledge, data or proprietary information relating to the City obtained in any manner.
- C. As permitted by Arizona Law, the parties agree that during the term of this Contract and of all Licenses granted under this Contract, and for a period of 7 years after termination of this Contract and of all licenses granted by this Contract, to hold each others' confidential information in confidence. The parties agree, unless required by government regulations or order of court, not to make each others' confidential information available in any form to any third party or to use each other's confidential information for any purposes other than the implementation of this Contract. However, if the Consultant's confidential information is requested to be divulged under the provisions of the Arizona Public Records Act, A.R.S., Title 39, the Consultant must reimburse the City for the full cost of the City's refusal to release the information, including the costs of litigation, the City's attorney fees, fines, penalties or assessments of the opposing party's attorney fees. Each party agrees to take all reasonable steps to ensure that confidential information is not disclosed or distributed by its employees or agents in violation of the provisions of this Contract.

D. NON-INFRINGEMENT

The Consultant warrants that the Software provided to the City does not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary or property right of any person or entity.

In the event of a claim against the City asserting or involving such an allegation, the Consultant will defend, at the Consultant's expense, and will indemnify and hold harmless the City against any loss, cost, expense (including attorney fees) or liability arising out of the claim, whether or not the claim is successful. In the event an injunction or order is obtained against use of the Software, or if in the Consultant's opinion the Software is likely to become the subject of a claim of infringement, the Consultant will, at its option and its expense:

- 1. Procure for the City the right to continue using the Software; or
- 2. Replace or modify the software so that it becomes non-infringing (this modification or replacement must be functionally equivalent to the original); or

3. If neither 1 nor 2 is practicable, repurchase the Software on a depreciated basis utilizing a straight line 5 year period, commencing on the date of acceptance.

8.3 THIRD PARTY LICENSE

The Consultant must sublicense to the City any and all third party Software required in this Contract. The City reserves the right to accept or reject third party license terms. If the City rejects the terms of a third party license, it will be the Consultant's responsibility to negotiate acceptable terms or to supply Software from another source with terms acceptable to the City. The City's acceptance of the third party license terms will not be unreasonably withheld.

8.4 DATA CONFIDENTIALITY

- A. As used in this Contract, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by the Consultant in the performance of this Contract.
- B. The parties agree that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Consultant in connection with the Consultant's performance of this Contract is confidential and proprietary information belonging to the City.
- C. The Consultant will not divulge data to any third party without first obtaining the written consent of the City. The Consultant will not use the data for any purposes except to perform the services required under this Contract. These prohibitions will not apply to the following data provided the Consultant has first given the required notice to the City:
 1. Data, which was known to the Consultant before its performance under this Contract unless the data was acquired in connection with the Work performed for the City;
 2. Data which was acquired by the Consultant in its performance under this Contract and which was disclosed to the Consultant by a third party, who to the best of the Consultant's knowledge and belief, had the legal right to make disclosures and the Consultant is not otherwise required to hold the data in confidence; or
 3. Data, which is required to be disclosed by virtue of law, regulation, or court order to which the Consultant is subject.
- D. In the event the Consultant is required or requested to disclose data to a third party, or any other information to which the Consultant became privy as a result of any other contract with the City, the Consultant will first notify the City as required in this Article of the request or demand for the data. The Consultant will give the City sufficient facts so that the City can be given an opportunity to first give its consent or take any action the City may consider appropriate to protect the data or other information from disclosure.
- E. Unless prohibited by law, within 10 days after completion of services for a third party on real or personal property owned or leased by the City, the Consultant will promptly deliver, as stated in this Article, a copy of all data to the City. All data will continue to be subject to the confidentiality requirements of this Contract.

- F. The Consultant assumes all liability for maintaining the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Article are violated by the Consultant, its employees, agents or Subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Article will be considered to cause irreparable harm that justifies injunctive relief in court.

9.0 STATE OF ARIZONA TRAVEL POLICY

The Attorney General has advised that any time state funds are involved the State of Arizona travel policy must be used. The travel policy can be accessed at the State of Arizona, General Accounting Office's website <http://www.gao.az.gov/travel>.

The City of Scottsdale by its Mayor and City Clerk has subscribed their names this ____ day of _____, 2012.

CITY OF SCOTTSDALE

By: _____
W. J. "Jim" Lane, Mayor

ATTEST:

CONSULTANT:

By: _____

Carolyn Jagger, City Clerk

By: _____

CITY OF SCOTTSDALE REVIEW:

CITY CONTRACT ADMINISTRATOR:

By: _____

By: _____
James Flanagan
Purchasing Director

By: _____
Sue Welch
Interim Risk Management Director

APPROVED AS TO FORM:

Bruce Washburn, City Attorney

By: _____
John C. Shafer, III
Assistant City Attorney

FAA Clauses

For Professional Services (A / E) Contracts

EXHIBIT A

CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1.1 Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

FAA Clauses

For Professional Services (A / E) Contracts

EXHIBIT A

**CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS
CONT'D**

1.6 Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Reference
49 CFR Part 21
AC 150/5100-15

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Reference
Airport and Airway Improvement Act of 1982, Section 520
Title 49 47123
AC 150/5100-15, Para. 10.c.

FAA Clauses

For Professional Services (A / E) Contracts

EXHIBIT A

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within fourteen (14) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

Reference
49 CFR Part 26

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

Reference
49 CFR Part 20, Appendix A

FAA Clauses

For Professional Services (A / E) Contracts

EXHIBIT A

ACCESS TO RECORDS AND REPORTS

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

Reference
49 CFR Part 18.36(i)
FAA Order 5100.38

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Reference
49 CFR Part 18.36

RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

Reference
49 CFR Part 18.36(i)(8)
FAA Order 5100.38

FAA Clauses

For Professional Services (A / E) Contracts

EXHIBIT A

TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Reference
49 CFR Part 30.13
FAA Order 5100.38

FAA Clauses

For Professional Services (A / E) Contracts

EXHIBIT A

TERMINATION OF CONTRACT

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

Reference
49 CFR Part 18.36(i)(2)
FAA Order 5100.38

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

Reference
49 CFR Part 29
FAA Order 5100.38

**EXHIBIT B
FEE SCHEDULE**

EXHIBIT C
SCOPE OF SERVICES

Project Year/Name	Total Estimated Project Cost	Funding Source
FY 2013		
General Services/DBE Program	\$20,000	L
ACIP Management	\$20,000	L
Grant administration	\$20,000	L
Categorical Exclusion, Environmental Assessment, or an Environmental Impact Study for the rehabilitation and reconstruction for the Delta Parking Apron	\$2,500,000	F/S/L
Categorical Exclusion, Environmental Assessment, or an Environmental Impact Study for acquisition of a 10-acre parcel of land adjacent to the airport.	\$250,000	F/S/L
Categorical Exclusion, Environmental Assessment, or an Environmental Impact Study to replace parking apron pull-boxes	\$70,000	F/S/L
Categorical Exclusion, Environmental Assessment, or an Environmental Impact Study for Runway Threshold/Perimeter Edge Marking, Lighting and Signage Upgrade	\$500,000	F/S/L
FY 2014		
General Services/DBE Program	\$20,000	L
ACIP Management	\$20,000	L
Grant administration	\$20,000	L
Categorical Exclusion, Environmental Assessment, or an Environmental Impact Study for run-up areas, runway guard lights, hold position markings, and signage	\$2,000,000	F/S/L
Categorical Exclusion, Environmental Assessment, or an Environmental Impact Study for Pavement Construction Gate 4 Parcel	\$2,000,000	F/S/L
FY 2015		
General Services/DBE Program	\$20,000	L
ACIP Management	\$20,000	L
Grant administration	\$20,000	L
Categorical Exclusion, Environmental Assessment, or an Environmental Impact Study to Rehabilitate Bravo Taxiway, Lighting and Signage	\$1,700,000	F/S/L
Categorical Exclusion, Environmental Assessment, or an Environmental Impact Study to Reconstruct Charlie Taxiway	\$350,000	F/S/L
FY 2016/		
General Services/DBE Program	\$20,000	L
ACIP Management	\$20,000	L
Grant administration	\$20,000	L
Categorical Exclusion, Environmental Assessment, or an Environmental Impact Study for Pavement Construction Gate 4 Parcel Infrastructure	\$1,300,000	F/S/L
FY 2017		
General Services/DBE Program	\$20,000	L
ACIP Management	\$20,000	L
Grant administration	\$20,000	L
Notes: F = Federal, S = State and L = Local		

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

CONTACT

NAME:

PHONE

(A/C. No. Ext):

Fax

(A/C. No):

E-MAIL

ADDRESS:

PRODUCER

CUSTOMER ID#:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

THIS MUST MATCH EXACTLY TO THE CONTRACTOR NAME AND INFORMATION AS LISTED IN THE CONTRACT OR SCOPE OF WORK.

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LT R	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY						EACH OCCURENCE	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> CCCUR	<input type="checkbox"/>	<input type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$
							MEDICAL EXP (Any One Person)	\$
							PERSONAL & ADV INSURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per Accident)	\$
	<input type="checkbox"/> HIRED AUTOS						EACH OCCURENCE	\$
	<input type="checkbox"/> NON-OWNED AUTOS						AGGREGATE	\$
	Umbrella Liab <input type="checkbox"/> OCC							\$
	Excess Liab <input type="checkbox"/> CLAIMS MADE	<input type="checkbox"/>	<input type="checkbox"/>					\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N <input type="checkbox"/>	N/A	<input type="checkbox"/>				WC STATU-TORY LIMITS	OTHER
	(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS BELOW:						EL EACH ACCIDENT	\$
							EL DISEASE . POLICY LIMIT	\$
							EL DISEASE . EA EMPLOYEE	\$

Description of Operations/Locations/Vehicles (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Scottsdale, its representatives, agents and employees, is an Additional Insured under Commercial General Liability and Auto Liability. All cited insurance shall be primary coverage and waive rights of recovery (subrogation), including Workers Compensation, against City of Scottsdale. Insert Contract # or Purchase Order #

CERTIFICATE HOLDER

City of Scottsdale

Attn: (City of Scottsdale Buyer or Bid & Contract Staff Name)

9191 E. San Salvador Drive

Scottsdale, AZ 85258

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



COMMISSION INFORMATION REPORT

Discussion and Input Regarding Monthly Operations Reports for June and July 2012

Agenda Item No.: 4

Meeting Date: 08/08/12

Staff Contact: Chris Read,
Airport Operations Manager

Phone: (480) 312-2674

The FAA Operations count information was not available at the time of posting. The report will be provided at the meeting.



COMMISSION INFORMATION REPORT

Discussion and Input Regarding Quarterly Noise Complaint Summary

Agenda Item No.: 5

Meeting Date: 08/08/12

Staff Contact: Sarah Ferrara,
Planning & Outreach Coordinator

Phone: (480) 312-8482

INFORMATION

Aviation staff will update the Airport Advisory Commission regarding aircraft noise complaints received during the second quarter of 2012.

PURPOSE

Community members that wish to report their concerns pertaining to aircraft noise and overflight activity associated with Scottsdale Airport air traffic may do so anytime by calling the aircraft noise report line or by submitting their complaint(s) via the Scottsdale Airport website. Each quarter a summary report is generated to depict the number of noise complaints that were received, along with the number of people who submitted complaints and a map depicting the location of where the complaints were generated.

KEY CONSIDERATIONS

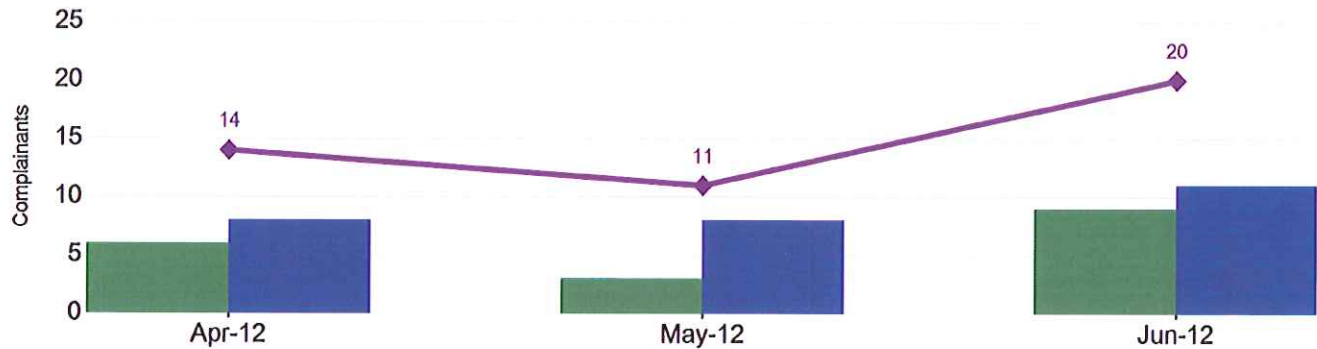
- The quarterly noise complaint summary is used to identify and evaluate trends. It is not used to change flight procedures or restrict aircraft operating activity.
- It is normal to see increases and decreases in aircraft noise complaints associated with changes in weather and seasonal conditions.
- Aviation staff will respond to noise complaints within the Airport Noise Influence Area only when there is a specific request for a callback, or if the complainant is new.

Attachment(s): 1. Noise Complaint Summary for April 1 – June 30, 2012

Noise Complaint Summary

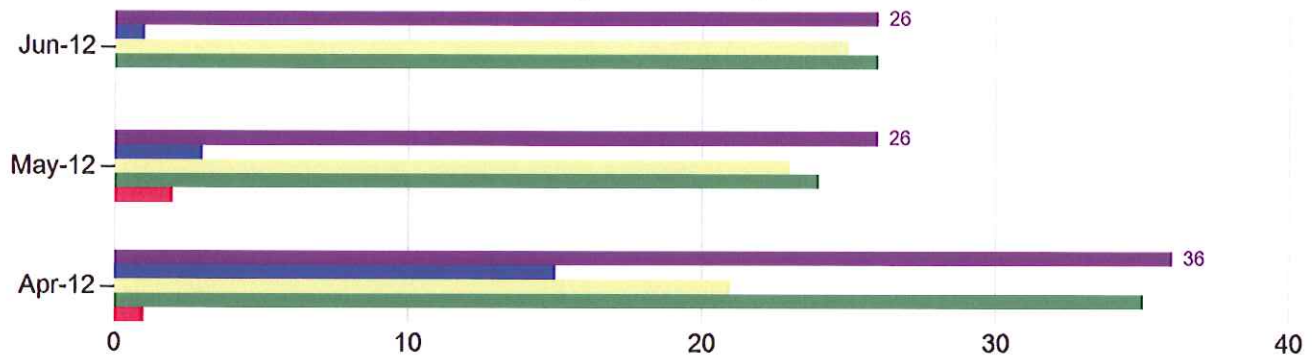
for April 1, 2012 through June 30, 2012

Complainant Summary



Month-Year	Complainants (New)	Complainants (Not New)	Total
Apr-12	6	8	14
May-12	3	8	11
Jun-12	9	11	20

Total Complaints Comparison



Month-Year	Night	Day	Local	Regional	Complaints
Apr-12	15	21	35	1	36
May-12	3	23	24	2	26
Jun-12	1	25	26	0	26

The Airport Influence Area is mapped on page two of this report. Complaints received from location inside the Airport Influence Area are defined as "local", and complaints from locations outside the Airport Influence Area are defined as "regional".

a.m. Night = 10 p.m. to 6
Day = 6 a.m. to 10 p.m.

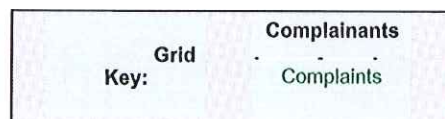
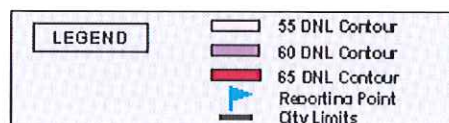
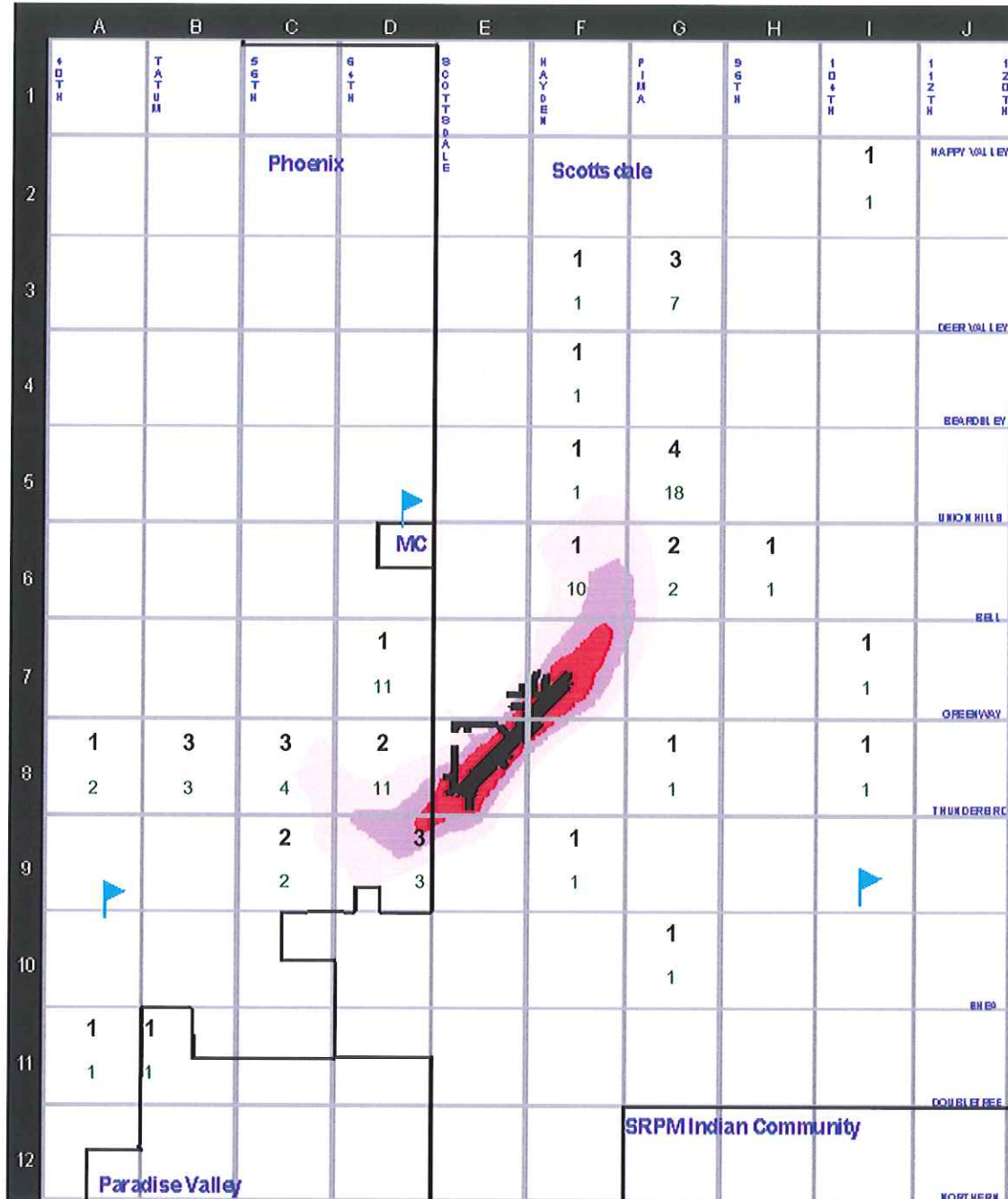
Local = complaints within the Airport
Influence Area
Regional = complaints outside the Airport
Influence Area

SDL AIRCRAFT NOISE COMPLAINT MAP

Complaints and Complainants Per Square Mile

April 1, 2012 Through June 30, 2012

The map below represents the Scottsdale Airport Influence Area. Each grid block indicates the total number of complaints (green- on bottom) received per square mile for the summary period, and the number of complainants or people (black- on top) who filed them. Please refer to the Map Legend for a description of the other map features.



AIRCRAFT OPERATIONS and "LOCAL" NOISE COMPLAINT HISTORY

Through June 30, 2012

To remain consistent with historic data, only "Local" aircraft noise complaints that emanate within the boundaries of the Airport Influence Area grid are included in the chart below. The Airport influence Area grid is depicted on page two of this report. "Regional" complaints emanating from outside of the Airport Influence Area grid are tracked and reflected on page one of this report.

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Total
1998 Complainants	0	0	0	0	0	0	2	19	32	53	25	13	144
1998 Complaints	0	0	0	0	0	0	4	24	49	71	38	16	202
1999 Complainants	15	17	26	10	18	26	16	16	18	16	30	8	216
1999 Complaints	27	23	33	15	22	33	25	26	23	21	48	14	310
2000 Complainants	24	32	39	25	11	16	6	13	14	79	23	14	296
2000 Complaints	35	62	60	32	15	30	6	25	25	97	35	21	443
2001 Complainants	36	35	35	24	15	6	17	14	12	18	50	21	283
2001 Complaints	42	48	56	32	36	12	29	17	19	30	70	24	415
2002 Complainants	16	25	29	51	26	36	46	48	41	72	64	60	514
2002 Complaints	22	44	58	113	89	137	110	477	955	569	393	242	3,209
2003 Complainants	104	57	49	31	47	19	46	25	73	64	97	46	658
2003 Complaints	417	310	319	179	170	132	216	226	378	338	408	231	3,324
2004 Complainants	66	76	89	58	28	32	33	32	26	52	69	31	592
2004 Complaints	810	1,105	953	1,145	515	384	477	670	622	1,142	1,423	821	10,067
2005 Complainants	33	59	44	26	25	14	42	19	17	46	33	14	372
2005 Complaints	1,083	1,016	853	709	721	664	1,232	1,270	1,269	2,437	2,195	2,140	15,589
2006 Complainants	18	18	42	29	19	23	19	20	24	33	30	22	297
2006 Complaints	3,101	2,932	2,117	840	478	353	333	474	502	619	551	470	12,770
2007 Complainants	19	26	23	39	15	9	11	21	16	28	89	24	320
2007 Complaints	537	535	405	534	457	169	502	533	599	602	556	541	5,970
2008 Complainants	23	70	70	14	20	8	7	8	8	18	23	16	285
2008 Complaints	476	609	452	31	26	16	11	29	15	55	54	34	1,808
2009 Complainants	11	14	25	10	7	10	13	12	14	29	20	13	178
2009 Complaints	85	72	39	15	23	28	117	38	53	158	85	45	758
2010 Complainants	13	22	19	25	15	7	6	7	10	18	24	22	188
2010 Complaints	63	136	191	125	57	27	19	35	35	77	94	145	1,004
2011 Complainants	16	16	15	15	9	7	12	9	11	16	39	10	175
2011 Complaints	141	190	140	34	24	32	55	53	79	87	77	36	948
2012 Complainants	10	14	14	13	9	20	0	0	0	0	0	0	80
2012 Complaints	65	63	39	35	24	26	0	0	0	0	0	0	252



COMMISSION INFORMATION REPORT

Discussion and Input Regarding Monthly
Financial Reports for May 2012

Agenda Item No: 6a

Meeting Date: 08/08/12

Staff Contact: Shannon Johnson,
Management Analyst

Phone: (480) 312-8475

AVIATION OPERATING BUDGET FISCAL YEAR 2011/12

	FY 2011/12 Adopted Budget	FY 2011/12 Approved Budget		FY 2011/12 Year to Date (through May 2012)			
				Approved Budget	Actual	Dollar Variance	% Variance
Revenue	\$3,063,886	\$3,063,886	Revenue	\$2,930,155	\$3,128,633	\$198,478	7%
Expenses	\$1,705,659	\$1,705,659	Expenses	\$1,598,162	\$1,589,402	-\$8,760	-1%
Net	\$1,358,227	\$1,358,227	Net	\$1,331,993	\$1,539,231	\$207,238	16%

AVIATION FUND CASH BALANCE

	Operating	CIP Funds	Total
As of 05/31/12	\$6,000,082	\$1,801,952	\$7,802,035
As of 04/30/12	\$5,938,625	\$1,821,643	\$7,760,268

MONTHLY REVENUE AND EXPENDITURE COMPARISON (ACTUALS)

	May 2011	May 2012	Dollar Variance	% Variance
Revenue	\$271,526	\$285,995	\$14,469	5%
Expenses	\$108,049	\$175,849	\$67,800	63%
Net	\$163,477	\$110,146	-\$53,331	-33%

ACCOUNTS RECEIVABLE AGING REPORT

May-12

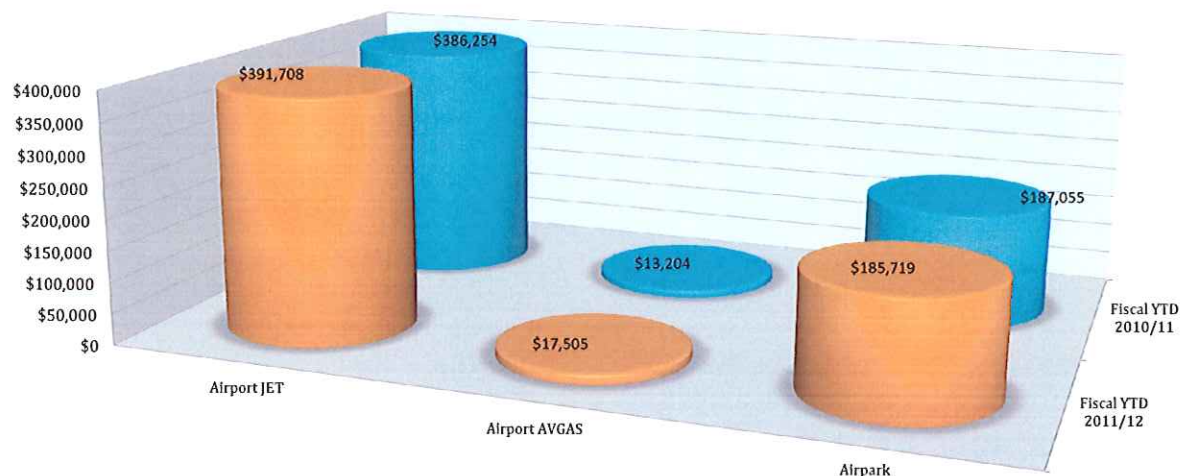
		Current	1-30 Days	31-60 Days	61-90 Days	91-120 Days	>120 Days	Total Amt Due
All Accounts	Total	68,771.17	12,262.41	6,004.43	44.08	496.59	-809.88	86,768.80

Fuel Flowage (@ \$0.08 per gallon)

	May 2011			May 2012			% Change
	Revenue	Gallons	% Total	Revenue	Gallons	% Total	From Last Yr
Airport JET	\$35,808	447,606	63.1%	\$35,765	447,060	64.3%	-0.1%
Airport AVGAS	\$1,297	16,209	2.3%	\$1,651	20,635	3.0%	27.3%
Airpark	\$19,678	245,970	34.7%	\$18,197	227,458	32.7%	-7.5%
	\$56,783	709,785	100.0%	\$55,612	695,153	100.0%	-2.1%

	Fiscal YTD 2010/11			Fiscal YTD 2011/12			% Change
	Revenue	Gallons	% Total	Revenue	Gallons	% Total	From Last Yr
Airport JET	\$386,254	4,828,178	65.9%	\$391,708	4,896,346	65.8%	1.4%
Airport AVGAS	\$13,204	165,049	2.3%	\$17,505	218,816	2.9%	32.6%
Airpark	\$187,055	2,338,191	31.9%	\$185,719	2,321,492	31.2%	-0.7%
	\$586,513	7,331,417	100.0%	\$594,932	7,436,654	100.0%	1.4%

Scottsdale Airport Fuel Flowage (@ \$0.08 per gallon) - Fiscal Year-to-Date





COMMISSION INFORMATION REPORT

Discussion and Input Regarding Monthly
Financial Reports for June 2012

Agenda Item No: 6b

Meeting Date: 08/08/12

Staff Contact: Shannon Johnson,
Management Analyst

Phone: (480) 312-8475

AVIATION OPERATING BUDGET

FISCAL YEAR 2011/12

	FY 2011/12 Adopted Budget	FY 2011/12 Approved Budget		FY 2011/12 Year to Date (through June 2012)			
				Approved Budget	Actual	Dollar Variance	% Variance
Revenue	\$3,063,886	\$3,063,886	Revenue	\$3,063,886	\$3,389,309	\$325,423	11%
Expenses	\$1,705,659	\$1,705,659	Expenses	\$1,705,659	\$1,807,058	\$101,399	6%
Net	\$1,358,227	\$1,358,227	Net	\$1,358,227	\$1,582,251	\$224,024	16%

AVIATION FUND CASH BALANCE

	Operating	CIP Funds	Total
As of 06/30/12	\$5,982,312	\$1,779,314	\$7,761,626
As of 05/31/12	\$6,000,082	\$1,801,952	\$7,802,035

MONTHLY REVENUE AND EXPENDITURE COMPARISON (ACTUALS)

	June 2011	June 2012	Dollar Variance	% Variance
Revenue	\$161,485	\$260,676	\$99,191	61%
Expenses	\$234,690	\$217,655	-\$17,035	-7%
Net	-\$73,205	\$43,021	\$116,226	-159%

ACCOUNTS RECEIVABLE AGING REPORT

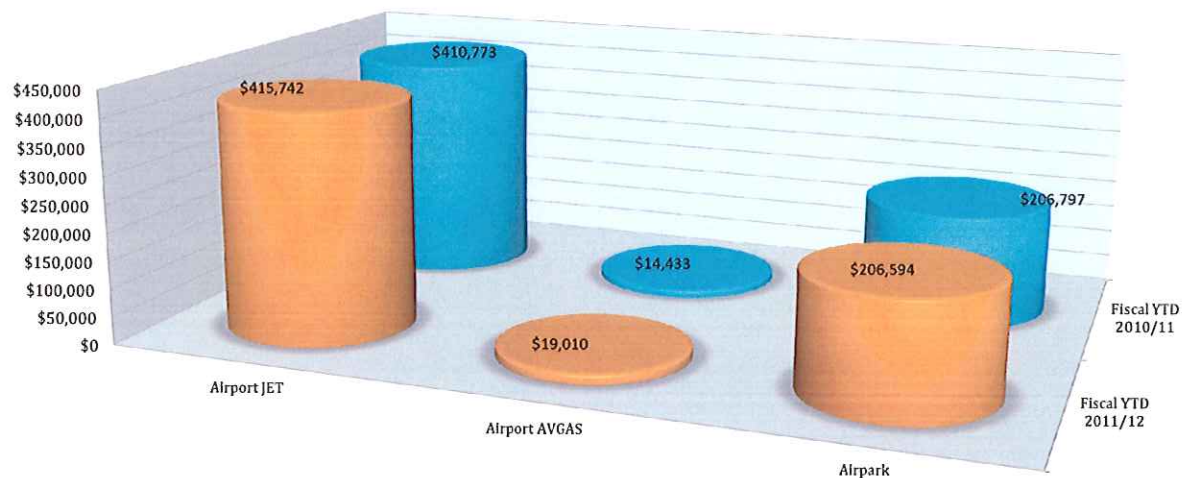
Jun-12

		Current	1-30 Days	31-60 Days	61-90 Days	91-120 Days	>120 Days	Total Amt Due
All Accounts	Total	69,031.04	27,577.44	6,203.00	6,002.18	59.71	-376.11	108,497.26

Fuel Flowage (@ \$0.08 per gallon)

	June 2011			June 2012			% Change From Last Yr
	Revenue	Gallons	% Total	Revenue	Gallons	% Total	
Airport JET	\$24,519	306,487	53.9%	\$24,034	300,428	51.8%	-2.0%
Airport AVGAS	\$1,229	15,367	2.7%	\$1,504	18,806	3.2%	22.4%
Airpark	\$19,742	246,771	43.4%	\$20,875	260,931	45.0%	5.7%
	\$45,490	568,625	100.0%	\$46,413	580,165	100.0%	2.0%
	Fiscal YTD 2010/11			Fiscal YTD 2011/12			% Change From Last Yr
	Revenue	Gallons	% Total	Revenue	Gallons	% Total	
Airport JET	\$410,773	5,134,665	65.0%	\$415,742	5,196,774	64.8%	1.2%
Airport AVGAS	\$14,433	180,416	2.3%	\$19,010	237,622	3.0%	31.7%
Airpark	\$206,797	2,584,962	32.7%	\$206,594	2,582,423	32.2%	-0.1%
	\$632,003	7,900,042	100.0%	\$641,346	8,016,819	100.0%	1.5%

Scottsdale Airport Fuel Flowage (@ \$0.08 per gallon) - Fiscal Year-to-Date





COMMISSION INFORMATION REPORT

Discussion and Input Regarding the Marketing, Community and Pilot Outreach Programs

Agenda Item No.: 7

Meeting Date: 08/08/12

Staff Contact: Sarah Ferrara,
Planning & Outreach Coordinator

Phone: (480) 312-8482

INFORMATION

Monthly update of the marketing, community and pilot outreach programs at Scottsdale Airport.

PURPOSE

The purpose of this item is to keep the Airport Advisory Commission informed of the airport's marketing and outreach efforts.

Marketing Program			
#	Description	Purpose	Status
1	Channel 11 Video – Scottsdale Airpark Close-Up, other segments to follow	Produce marketing video showcasing Scottsdale Airport. Explore other outreach efforts via Channel 11. Working with City Public Information and Economic Vitality to collaboratively produce. Working with city's Economic Vitality Office and Office of Communications on creating a video showcasing City, Airport and Airpark.	In progress
2	Tradeshows	Partnering with the Scottsdale CVB for outreach at NBAA convention. Progress towards exhibiting at the 2012 Annual NBAA Show. Working on sponsorship commitments and production of boot materials.	In Progress
3	Leverage Social Media	Researching ways to utilize social media to promote the airport and the City of Scottsdale.	In Progress
Community Outreach			
#	Description	Purpose	Status
1	2012 Scottsdale Air Fair	Ciao Baby Catering, LLC will be producing this year's Air Fair. Working with Ciao Baby to provide in-kind services and assistance. Mayor Lane has provided a prospective sponsor letter. Promotions are under way – city calendar, web site and fliers. Event dates are Nov. 3 and 4. Postcards available.	In Progress
2	Brochures, flyers, other print materials	Create and update brochures as necessary.	As needed
3	Website Updates	Updating the website as needed. Currently working on improving the noise information section.	As needed
4	Monitor property development through the Planning Department	Work with the Planning Department to protect the airspace and development uses near Scottsdale Airport. In June and July, 6 projects within the Airport Influence Area were listed in the Planning and Zoning reports.	On-going

5	Homeowner Association (HOA) Outreach	Meet with interested homeowner associations to discuss Scottsdale Airport programs, operating facts, and any Airport points of interest to individual HOAs. Available upon request.	As needed
6	Realtor Outreach	Attended Annual Realtors Expo on July 19 to promote Scottsdale Airport and educate agents about disclosure and noise abatement information.	As needed
7	Community Outreach	Assisted with photo shoot for a Scottsdale Chamber video segment that will include photos of airport.	As needed
8	Channel 11 Video - Scottsdale Airport and Aircraft Noise	Working with CityCable 11 to produce a video segment show on the airport emergency drill.	In progress
9	Friendly Flight Forums	Encourage periodic educational opportunities for pilots to communicate with interested members of the community on physics of flight, aircraft parts, familiarization of procedures, and "see and touch" aircraft.	Future project
Pilot Outreach			
#	Description	Purpose	Status
1	Major Transient Operator Communication	Provide noise abatement education directly with major transient operators. Work with FBOs, aviation groups and tenants.	On-going
2	Stage 2 Operator Outreach	Communicate with Stage II aircraft operators to increase pilot awareness that Scottsdale Airport is surrounded by noise sensitive communities. If noise complaints from Stage II aircraft are received, aviation staff will work to make contact with the pilot (if possible) to remind them of the "fly neighborly" procedures. There were no Stage II complaints received.	As needed
3	Voluntary Curfew Outreach (10:00 p.m. - 6:00 a.m.)	Communicate with aircraft operators and remind pilots that noise sensitive communities surround Scottsdale Airport. Promote the voluntary curfew of 10:00 p.m. - 6:00 a.m. If noise complaints during the voluntary curfew hours are received, aviation staff will work to make contact with the pilot to remind them of the voluntary curfew procedures. In June and July, there were no voluntary curfew reminder letters sent out (based, transient).	As needed
4	Pilot "Good Neighbor" Pledge	Document pilot support for Scottsdale Airport's noise abatement and community outreach programs, and generate increased pilot awareness and encouragement to operate neighborly.	As needed
5	Educational Video	Prepare an educational, interactive video for pilots highlighting the "fly neighborly" procedures at Scottsdale Airport. The educational video will be available on the airport website, and will be used at pilot briefings.	Future project



COMMISSION INFORMATION REPORT

Discussion and Input Regarding Status of Aviation Items to City Council

Agenda Item No.: 8

Meeting Date: 08/08/12

Staff Contact: Gary P. Mascaro,
Aviation Director

Phone: (480) 312-7735

INFORMATION

Discussion and input regarding status of the Airport Advisory Commission's 2012 items to City Council, and aviation-related items approved by Planning Commission, Design Review Board, or City Council.

- Attachment(s):
1. Airport Advisory Commission Items to City Council -2012
 2. Aviation-related items to Planning Commission , Design Review Board, or City Council- 2012
 3. City Council Meeting Calendar - 2012

**AIRPORT ADVISORY COMMISSION AVIATION ITEMS TO CITY COUNCIL
2012**

AIRPORT COMMISSION DATE	APPROVED	ITEM DESCRIPTION	CITY COUNCIL DATE	APPROVED
12/14/11	6-0	Flight School Lease Amendment Adoption of Resolution No. 8907 authorizing contract 2012-001-COS with Alliance Flight Schools, LLC, a lease agreement for office space in the Aviation Business Center	1/24/12	Approved 7 - 0
2/08/12	6-0	Rental Car Lease Agreements Discussion and Possible Action to recommend adoption of Resolution No. 8961 approving and authorizing execution of contract No. 2012-010-COS and No. 2012-011-COS, with Hertz Corporation and Enterprise Leasing Company of Phoenix, LLC, lease agreements for commercial office space at the Scottsdale Airport Terminal building	2/28/12	Approved 7-0
2/08/12	5-1	Office Space and Aircraft Parking Lease Agreement Discussion and Possible Action to recommend adoption of Resolution No. 8960 approving and authorizing contract No. 2012-009-COS with Scottsdale Exclusive Transportation, LLC, a lease agreement for office space and aircraft parking spaces at the Scottsdale Airport Terminal building	2/28/12	Approved 7-0
8/8/12		Airport Engineering Services Consider recommending to City Council adoption of Resolution No. 9139 and authorization of Contract No. 2012-131-COS with Stantec Consulting Services, Inc. to provide Engineering Services at Scottsdale Airport.	8/27/12	
8/8/12		Airport Planning Services Consider recommending to City Council, ADOPTION of Resolution No. 9140 and AUTHORIZATION of Contract No. 2012-132-COS with Coffman and Associates, Inc. to provide Planning Services at Scottsdale Airport.	8/27/12	
8/8/12		Construction Discussion and Possible Action to Adopt Resolution 9138 Authorizing Contract 12PB035 in the amount of \$353,141.00 to Blucor Contracting, Inc. for the construction of runway safety area enhancements at Scottsdale Airport	8/27/12	

AVIATION-RELATED ITEMS TO PLANNING COMMISSION, DESIGN REVIEW BOARD OR CITY COUNCIL
 (Projects that may be on airport, have taxilane access, have height implications, or have sensitive noise uses)
 2012

AIRPORT COMMISSION DATE	APPROVED	ITEM DESCRIPTION	PLANNING, DRB, OR CITY COUNCIL AGENDA DATE	APPROVED
NA	NA	1-PE-2009 Scottsdale Quarter - Request for Perimeter Exception approval to divide the site into four parcels for the respective current and future developers.	CC – 1/10/12	Approved 7 - 0
NA	NA	85-DR-2011 Scottsdale Center Medical Building - Request approval of the site plan, landscape plan and building elevations for the final phase of a medical center, with 19,000 square feet of building area on an 8.5 acre site.	DRB – 2/16/12	Approved 7 - 0
NA	NA	13-DR-2012 ARCHSTONE APARTMENTS AT DC RANCH (AC-2) Request approval for site plan, building elevations and landscape plans for a multifamily residential project to be developed on the nine acre parcel. 3-AB-2012 abandonment of portion of row	DRB – 5/3/12 DRB – 7/19/12	(Non-action) Approved 7-0
NA	NA	8-PP-2012 CROSSROADS EAST PLANNING UNIT IV Request approval of a Preliminary Plat to subdivide approximately 30 gross acres into two parcels, resulting in one parcel with 10.85 net acres and the other parcel with 10.47 net acres.	DRB – 5/3/12 CC – 7/2/12	Approved 6-0 Approved on consent
NA	NA	52-DR-2011#2 TDI APARTMENTS AT ONE SCOTTSDALE PHASE Request approval of the site plan, landscape plan, and building elevations for 388 apartment units, in 22 buildings, consisting of 383,237 square feet of total building area, all on a 10.56-acre site.	DRB – 5/17/12	Approved 6-0
5/9/12	Approved	3-GP-2012 and 3-ZN-2012 - Echo Condominiums -The applicant is requesting a non-major General Plan Amendment and rezoning to allow for Multiple Family Residential Community on 9.8 +/- acres located at the NWC of Thompson Peak Parkway and E. Bell Road.	PC – 6/13/12 CC – 9/4/12	Approved 5-0 ?
		24-DR-2012 The applicant is requesting approval site plan, landscape plan and building elevations for a residential condominium project	DRB -	?
	NA	11-DR-2012 – LIV North Scottsdale -The applicant is requesting approval of the site plan, landscape plan, and building elevations for a 240 unit, four-story apartment complex located at 15440 N. Greenway-Hayden Loop. (companion case to 10-ZN-2011 - Zocallo Residential to AAC on 10/5/11)	DRB – 6/7/12	Approved 6-0

NA	NA	7-PP-2012 PARCEL 2.3C DC RANCH - Request for approval of a Preliminary Plat for a 15-lot townhouse subdivision, zoned Single-family residential district, Planned Community District (R1-7, PCD). This is a 5.3 acre extension to the existing DC Ranch subdivision, Parcel 2.3 and 2.3b.	?	?
NA	NA	9-PP-2012 NOTRE DAME PREPARATORY HIGH SCHOOL (AC-1) Request for approval of a Preliminary Plat to combine two parcels, resulting in one 41.2 +/- acre parcel located at 9701 E. Bell Road near the southwest corner of N. 98th Street and E. Bell Road, with Single-Family Residential, Planned Community District, Environmentally Sensitive Lands (R1-35 PCD ESL and R1-5 PCD ESL) zoning.	6/22/12	Staff approval
6/13/12	Approved	Ordinance No. 4024 Discussion and Possible Action to recommend adoption of Ordinance No. 4024 amending Chapter 5, Aviation, of the Scottsdale Revised Code, to add a new section regarding airport vicinity development regulations.	PC – 6/13/12 PC – 8/8/12 CC- 8/27/12	Continued ? ?
9/12/12	?	5-ZN-2006#2 - The applicant is requesting approval to amend an approved site plan from case 5-ZN-2006 for a new 52 townhome development located at 7777. E. Princess Boulevard.	CC- ?	?
N/A	N/A	4-GP-2012 Grayhawk Resort and Golf Course 8680 E. Thompson Peak Parkway 46-ZN-1990#18 amend approved rezoning 32-UP-1994#4 Use permit for golf course The applicant is requesting approval for a Major General Plan Amendment to change the Land Use designations from Commercial and Open Space to Resorts/Tourism and Open Space land use boundaries on 54.5 +/- acres The applicant is requesting approval to amend the approved Grayhawk PCD by rezoning from Resort/Townhouse Residential, Open Space, Single-Family Residential, Planned Community District, Environmentally Sensitive Lands (R-4R/O-S/R1-35/PCD/ESL) zoning to Resort/Townhouse Residential, Open Space, Planned Community District, ESL (R-4R/O-S/PCD/ESL) Zoning with amended Development Standards within a 54.5 +/- acres	PC – 6/13/12 Remote Hearing – 9/12/12	No action

2012 -- City Council Meeting Calendar

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Key

	Council Meetings
	Optional Additional Meeting and/or Study Session
	General Plan Amendments (if needed)
	City of Scottsdale Holidays
	Other (see columns to right)
	Election dates

January - 1 New Year's Day (Observed 01/02)

January - 16 MLK Holiday

January - 31 Phoenix Open Opening Party Night

February - 23 State of the City Address

February - 20 Presidents Day

March - 10-14 NLC

April - 6-14 Passover

May 15 - Tentative Budget Adoption

May 28 - Memorial Day

June 5 - Final Budget Adoption

July - 4 Independence Day

August - 28-31 League Conference

September - 3 Labor Day; 16-18 Rosh Hashanah; 25-26 Yom Kippur

October - 23-25 Major General Plan Amendments

November - 22-23 Thanksgiving; 27-Dec 1 NLC

December - 8-16 Chanukah; 25 Christmas



COMMISSION ACTION REPORT

Discussion and Possible Action to Modify the Airport Advisory
Commission Meeting Schedule and Commission Item Calendar

Agenda Item No.: 9

Meeting Date: 08/08/12

Staff Contact: Gary P. Mascaro,
Aviation Director

Phone: (480) 312-7735

ACTION

Review Airport Advisory Commission Meeting Schedule for 2012

PURPOSE

Pursuant to By-Laws of the Scottsdale Airport Advisory Commission, Section 202, *"Regular meetings of the Commission shall be held on the second Wednesday of each month immediately following the study session, unless otherwise scheduled by majority vote of its members. In the event the Commission desires not to hold the preceding study session, the regular meeting shall begin at 6:00 p.m., unless otherwise scheduled by majority vote of its members."*

Attachment(s): 1. Airport Advisory Commission Schedule of Meetings/Items – 2012

Action taken:

AIRPORT ADVISORY COMMISSION SCHEDULE OF MEETINGS - 2012

(Including anticipated topics and timeline for discussion)

JANUARY						
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- Election of Officers
- Disclosure Forms
- By-Laws Review
- Quarterly Noise Program Update
- Aviation Capital Improvement Program

FEBRUARY						
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- Joint Work Study with Planning Commission on February 29

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- Cancelled March meeting

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- Quarterly Noise Program Update
- Risk Management Insurance Update
- Aviation Enterprise Fund Five-Year Financial Plan - moved from March

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- Cancelled July Meeting

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- Quarterly Noise Program Update

SEPTEMBER						
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- CVB Update

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- Quarterly Noise Program Update
- Chamber Update

NOVEMBER						
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- AZ Business Aviation Assn. Update

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